

# EXHIBIT B

1  
2 IN THE UNITED STATES DISTRICT COURT  
3 FOR THE SOUTHERN DISTRICT OF NEW YORK

4 -----x  
5 EASTERN PROFIT CORPORATON LIMITED,,  
6 Plaintiff/Counterclaim Defendant,  
7

8 Case No. 18-cv-2185

9 v.

10 STRATEGIC VISION US, LLC,  
11 Defendant/Counterclaim Plaintiff.  
12 -----x

13 10:00 a.m.

November 19, 2019

14 405 Lexington Avenue

15 New York, New York  
16

17 DEPOSITION of JOHN MICHAEL WALLER,  
18 testifying under Rule 30(b)(6) on behalf of  
19 STRATEGIC VISION US, LLC in the above entitled  
20 matter, pursuant to Notice, before Stephen J.  
21 Moore, a Registered Professional Reporter,  
22 Certified Realtime Reporter and Notary Public of  
23 the State of New York.  
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A P P E A R A N C E S:

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ALSO PRESENT:

DANIEL PODHASKIE  
YVETTE WANG

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1 MICHAEL WALLER

2 THE VIDEOGRAPHER: Good morning.

3 We are recording and on the record at  
4 9:09 a.m. on November 19, 2019.

5 Please note that the microphones  
6 are sensitive and may pick up whispering,  
7 private conversations and cellular  
8 interference.

9 Please turn off all cell phones or  
10 place them away from the microphones, as  
11 they can interfere with the deposition  
12 audio.

13 Recording will continue until all  
14 parties agree to go off the record.

15 This is video 1 in the deposition  
16 of Michael Waller, taken by counsel for  
17 the Plaintiff, in the matter of Eastern  
18 Profit Corporation, Limited, versus  
19 Strategic Vision US, LLC, filed in the  
20 U.S. District Court, Southern District of  
21 New York, case number 18 CV 2185 JGP.

22 This deposition is being held at  
23 405 Lexington Avenue, New York, New York.

24 My name is George Libbares the  
25 court reporter is Stephen Moore and we are

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MICHAEL WALLER

here from Veritext New York.

Counsel will now state their  
appearances and the court reporter will  
administer the oath.

MS. CLINE: This is Johanna  
Cline, Pepper Hamilton for Eastern  
Profit.

And just one clarification, today's  
deposition is the deposition of Strategic  
Vision, a 30(b)(6) deposition, and  
Mr. Wallerer is Strategic Vision's first  
deponent.

MR. GREIM: Eddie Greim and  
Jennifer dONNELLI, Graves Garrett LLC  
for Strategic Vision.

J O H N            M I C H A E L            W A L L E R ,  
called as a witness, having been first  
duly sworn by the Notary Public, was  
examined and testified as follows:

EXAMINATION BY

MS. CLINE:

1 MICHAEL WALLER

2 Q Mr. Waller, you understand that  
3 you are testifying today as a representative of  
4 Strategic Vision?

5 A Yes.

6 Q And you're authorized to testify  
7 on behalf of Strategic Vision?

8 A Yes.

9 Q How do you know?

10 A Because the owner of the company  
11 said so.

12 Q And when did she say so?

13 A As early as today, or as late as  
14 today.

15 Q So you weren't authorized until  
16 today?

17 A I'm authorized to appear here on  
18 behalf of Strategic Vision when I was called, I  
19 don't remember the date.

20 Q And who called you?

21 A French Wallop.

22 Q Is there a written document  
23 memorializing the authorization?

24 A There was a message somewhere.  
25 I don't have it handy.

1 MICHAEL WALLER

2 Q She sent you a text message?

3 A I'm not sure how I got the  
4 message to come here.

5 Q Was there any -- well, Strategic  
6 Vision is an LLC, right?

7 A Yes.

8 Q Are you a member of Strategic  
9 Vision?

10 A No.

11 Q Do you have a title with  
12 Strategic Vision?

13 A No.

14 Q Are you an employee of Strategic  
15 Vision?

16 A No.

17 Q So you are not an employee, you  
18 have no title, but your testimony is that you  
19 are still authorized to act?

20 A Yes.

21 Q Have you ever seen the Strategic  
22 Vision operating agreement?

23 A With -- the one that's the  
24 subject of the suit?

25 Q No, sorry.



1 MICHAEL WALLER

2 So Strategic Vision is an LLC.

3 So then presumably there is an operating  
4 agreement that is the governing document of  
5 that LLC entity.

6 Have you ever seen that?

7 A No.

8 Q Have you ever seen a written  
9 consent or resolution authorizing your  
10 testimony here today?

11 A No.

12 Q Have you ever seen any minutes  
13 of Strategic Vision authorizing your testimony  
14 here today?

15 A No.

16 Q So, should the absence of any  
17 written authority or memorialization of your  
18 authority lead us to conclude that you're not  
19 authorized?

20 MR. GREIM: Objection, calls for  
21 a legal conclusion and for speculation.

22 A I cannot give a legal  
23 conclusion, respectfully.

24 Q Strategic Vision is suing  
25 Eastern Profit for fraud, you understand that?

1 MICHAEL WALLER

2 A Yes.

3 Q Did you ever discuss that fraud  
4 claim with anyone other than Ms. Wallop or your  
5 counsel?

6 A Yes.

7 Q Tell me the first person with  
8 whom you discussed that?

9 A I don't know with whom I  
10 discussed, I just know that I did.

11 Q You can't tell me a single  
12 person that you discussed the claim with?

13 A Not -- not since -- since the  
14 beginning, no. I just know I got sued or the  
15 company got sued, I am involved with it, and I  
16 don't recall who I said it to.

17 Q Okay, and --

18 A It wasn't a material  
19 conversation.

20 Q Just to be clear, I'm speaking  
21 specifically of Strategic Vision's fraud  
22 counterclaim in this lawsuit.

23 So before that fraud  
24 counterclaim was filed, did you speak with  
25 anyone about the allegations in the fraud

1 MICHAEL WALLER

2 counterclaim other than Ms. Wallop and counsel?

3 A Yes.

4 Q With whom did you speak?

5 A I don't remember.

6 Q More than one person?

7 A I would be speculating if I said  
8 it.

9 Q Well, let me put it this way  
10 what did you do to verify the veracity of the  
11 fraud allegations before --

12 MS. CLINE: Strike that.

13 Q What did Strategic Vision do to  
14 verify the veracity of the fraud allegations  
15 before the complaint was filed?

16 The counterclaim was filed --

17 A As a -- as somebody with  
18 Strategic Vision, I knew they were false  
19 claims, so I knew firsthand.

20 Q How did you know?

21 A Because I had been a participant  
22 in working with Strategic Vision.

23 Q Who is Watson Meng?

24 A He is a Chinese writer who  
25 opposes the Communist Party.

1 MICHAEL WALLER

2 Q You know Mr. Meng, right?

3 A I have met him once.

4 Q Did you talk to him about the  
5 allegations in your fraud -- in Strategic  
6 Vision's fraud counterclaim before the claim  
7 was filed?

8 A Not that I recall.

9 MS. CLINE: Can we mark this as  
10 101, please.

11 (The above described document was  
12 marked SV Exhibit 101 for identification  
13 as of this date.)

14 Q So, we have handed you what's  
15 been marked as Strategic Vision 101, do you  
16 recognize this document?

17 A I believe I do.

18 Q It's Strategic Vision's amended  
19 Answer and counterclaims in this case, right?

20 A Yes.

21 Q Did you review Exhibit 101  
22 before it was filed?

23 A Yes.

24 Q Do you know whether anyone  
25 verified, signed a written verification

1 MICHAEL WALLER

2 verifying the accuracy of these allegations?

3 A I don't recall.

4 Q Do you recall ever signing such  
5 a verification?

6 A No.

7 Q Turn, if you would, to paragraph  
8 62.

9 Just go ahead and take a moment  
10 to read 62 and 63, if you would.

11 Can I just take a look at that  
12 for a second.

13 So Mr. Podhaski points out that  
14 there are multiple paragraphs 62 in this  
15 document, so to clarify for the record, we are  
16 going to talk about page 40, paragraph 62 which  
17 leads on to page 41; apologies for that.

18 A Yes.

19 Q So, what factual research did  
20 Strategic Vision do to verify the allegations  
21 in paragraph 62 and 63?

22 A 63 also, let me read 63.

23 Paragraph 62 comes from an audio  
24 recording of Guo Wengui speaking on March 5,  
25 2017 about harassing anti-communist

1 MICHAEL WALLER

2 disdissidents in the United States.

3 Q How about with respect to  
4 paragraph 63?

5 A These I got from written  
6 statements by the two men whose pen names are  
7 Wei Shi and Shi Wei.

8 Q Wei Shi -- Wei Shi is Mr. Meng  
9 about whom we were just speaking, is that  
10 correct?

11 A Yes.

12 Q Okay, and how did you get a  
13 written statement from Mr. Meng?

14 A He is a publisher or an editor  
15 of a website and he's got very extensive  
16 writings on that website and he's very active  
17 on social media.

18 Q So the written statement upon  
19 which you relied was published by Mr. Meng on  
20 social media?

21 A Or on his Boxun.com media  
22 outlet, to my recollection.

23 Q Boxun, that's B-o-x-u-n?

24 A Yes.

25 Q Did you and Mr. Meng exchange

1 MICHAEL WALLER

2 any private communications regarding these  
3 allegations?

4 A Yes.

5 Q Tell me about those  
6 communications?

7 A They were -- they were online  
8 communications and I met him on one occasion.

9 Q Tell me about what was the  
10 nature of the online communications?

11 A If I recall, the nature was  
12 about his case.

13 Q What do you mean by his case?

14 A His case against Guo Wengui.

15 Q What was his case against Guo  
16 Wengui?

17 A He and others are involved in  
18 litigation either as Plaintiffs or Defendants  
19 against Guo Wengui over allegations made  
20 against one or the other.

21 Q What was your role with respect  
22 to Mr. Meng's case against Mr. Guo?

23 A We just discussed the issues of  
24 Guo Wengui in general.

25 Q What issues in general did you

1 MICHAEL WALLER

2 discuss?

3 A If I recall it was a basic  
4 discussion of how Guo came here as a dissident,  
5 but really spends most of his legal energy  
6 fighting Chinese dissidents and others who  
7 oppose the Chinese government.

8 Q Did Mr. Meng provide you with  
9 any evidence of this notion that Mr. Guo spends  
10 his energy fighting Chinese dissidents?

11 A Did he physically provide me?

12 Q Yes.

13 A No, it's through my own research  
14 that he developed a pattern and looking at his  
15 case history, at Guo's case history.

16 Q All I'm trying to get with this  
17 line of questioning is figure out whether  
18 Mr. Meng gave you any evidence regarding  
19 Mr. Guo and whether or not he's a Chinese  
20 dissident?

21 MR. GREIM: Objection, vague.

22 A Yes, if you could clarify.

23 Q So, I'll just repeat the  
24 question.

25 I'm trying to understand whether



1 MICHAEL WALLER

2 Mr. Meng gave you any evidence that relates to  
3 the subject of whether or not Mr. Guo is a  
4 Chinese dissident?

5 MR. GREIM: Objection, vague as  
6 to evidence.

7 A Right, do you mean physical  
8 evidence or --

9 Q Other than the written statement  
10 that you mentioned that was published online,  
11 did he provide you any evidence, written, oral  
12 or otherwise, with respect to Mr. Guo's status  
13 as a dissident?

14 A Verbal.

15 Q Verbal meaning oral?

16 A Only verbal, yes.

17 Q And when was that conversation?

18 A Probably the spring of this  
19 year, late spring, early summer of this year.

20 Q So it was prior to the time  
21 Strategic Vision filed it's amended  
22 counterclaim, correct?

23 A Yes.

24 Q And where were you when you  
25 spoke with him?

1 MICHAEL WALLER

2 A In Virginia.

3 Q Were you and he face-to-face?

4 A Yes.

5 Q Where were you?

6 A In Virginia.

7 Q Where in Virginia?

8 A I think Falls Church.

9 Q At a restaurant?

10 A I think so, yes.

11 Q Do you remember the name of the  
12 restaurant?

13 A No.

14 Q Do you know whether the written  
15 statement that Mr. Meng published online was  
16 produced in this litigation?

17 A Produced in discovery? I'm not  
18 sure.

19 Q Yes, that's my question. Was it  
20 produced in discovery?

21 A I'm not sure.

22 Q Were your text messages with  
23 Mr. Meng produced in discovery in this case?

24 A No.

25 Q What did you do to search for

1 MICHAEL WALLER

2 your text messages in this case?

3 A They wouldn't have been -- they  
4 wouldn't have been saved.

5 Q Well, at the time Strategic  
6 Vision filed this amended counterclaim the  
7 litigation was already pending, right?

8 A Yes.

9 Q And Strategic Vision got a  
10 litigation hold notice when the lawsuit was  
11 filed, didn't it?

12 A Let me correct myself, let me  
13 correct what I just said.

14 I didn't speak to him  
15 specifically about this case, I spoke to him  
16 about his case.

17 Q Okay, so let's just break that  
18 down.

19 Did you have any conversations  
20 or text messages or any communications with  
21 Mr. Meng about the allegations that Strategic  
22 Vision is making in this case?

23 A Yes, but they were not about  
24 Strategic Vision's allegations, per se, because  
25 so many people have similar allegations. I was

1 MICHAEL WALLER

2 asking him about his case.

3 Q Okay, so what I'm trying to do  
4 is understand what evidence Strategic Vision  
5 has of its fraud claim in this case.

6 So my question is with respect  
7 to the communications that you had with  
8 Mr. Meng, did you rely on any of those  
9 communications -- did Strategic Vision rely on  
10 any of those communications as the basis for  
11 its fraud claim against Eastern Profit in this  
12 case?

13 A No.

14 Q Who is -- I'm sorry, I don't  
15 speak Mandarin, it is it Shi Wei?

16 A Yes.

17 Q Who is that?

18 A He is another Defendant in  
19 another Guo litigation, so he's a Chinese  
20 democracy activist here in New York.

21 Q And how do you know that the  
22 allegations in paragraph 63 are true as to Mr.  
23 Shi?

24 A I follow the documents in his  
25 case and they seem truthful and they matched

1 MICHAEL WALLER

2 other information that I learned.

3 Q Did you have any communications  
4 with Mr. Shi about the allegations in this  
5 case?

6 A Not about this case, no.

7 Q So then what is the basis, if  
8 you didn't have any communications with  
9 Mr. Meng or Mr. Shi about the allegations in  
10 this case, what is Strategic Vision's basis for  
11 the allegations made in paragraph 63?

12 A Because their cases reflect the  
13 same as the allegations that we make, they  
14 provide supporting evidence to what we  
15 understood independently.

16 MS. CLINE: Would you read that  
17 back, please.

18 (The answer requested was read back  
19 by the reporter.)

20 Q So, with respect to paragraph  
21 63, your -- Strategic Vision's allegations are  
22 based on nothing more than allegations made in  
23 other lawsuits, is that correct?

24 MR. GREIM: Objection,  
25 argumentative, misstates the witness'

1 MICHAEL WALLER

2 testimony.

3 A I agree with what my counsel  
4 said.

5 Q You have to answer the question.

6 A No, these were two sources out  
7 of many that we are using to corroborate or  
8 refute information to establish fact from  
9 nonfact.

10 Q Okay, so other than the  
11 allegations in lawsuits involving Mr. Shi and  
12 Mr. Guo, what evidence does Strategic Vision  
13 have, written or otherwise, that supports the  
14 allegations made in paragraph 63?

15 A I use Mr. Guo's statements  
16 himself where he was threatening or making  
17 threats about both Mr. Shi and Mr. Guo --  
18 pardon me, Mr. Meng and Mr. Guo.

19 Q What statements are you  
20 referring to with respect to alleged threats?

21 A Mr. Guo made numerous statements  
22 in audio or video recordings that were  
23 published online, some of which he published  
24 himself.

25 Q Okay, published where?

1 MICHAEL WALLER

2 A On YouTube or on Guo Media or  
3 Voice of Guo.

4 Q How about this allegation that  
5 Mr. Guo had their families followed, what is  
6 Strategic Vision's evidence for that  
7 allegation?

8 A Multi sourced statements by  
9 various parties involved.

10 Q By whom?

11 A I don't recall the exact  
12 individual's names, but they were -- one  
13 doesn't make allegations based on a sole  
14 source, unless you know that it's a primary  
15 source.

16 In these two cases they were  
17 also primary sources and they were both  
18 different people in different cases in  
19 different circumstances, so they corroborated  
20 one another.

21 Q Okay this is a federal lawsuit  
22 in which you're accusing Mr. Guo and Eastern  
23 Profit of committing fraud.

24 And I am asking you what's the  
25 basis for this allegation in paragraph 63 that

1 MICHAEL WALLER

2 Mr. Guo had the families of Mr. Shi and  
3 Mr. Meng followed.

4 MR. GREIM: Objection,  
5 argumentative, asked and answered. The  
6 witness is answering the question.

7 A Let's start out with Mr. Guo's  
8 statement of March 5, 2017 a recording of the  
9 authenticity of which he did not refute, where  
10 he said these men are bastards, they must die.

11 And then he announced in that  
12 audio recording that he was going to spend his  
13 resources harassing them.

14 He also made several other  
15 recorded statements as recently as July 2019  
16 saying that he would destroy their lives  
17 through endless litigation.

18 That's harassment.

19 So I am using Mr. Guo's own  
20 words through original recordings of his own  
21 voice and original video showing him making  
22 these statements as recently as last July.

23 Q And is your sworn testimony that  
24 Mr. Guo made statements to the effect that he  
25 had their families followed throughout the



1 MICHAEL WALLER

2 greater New York City area?

3 A That would be -- that would be  
4 information based on what I got from those --  
5 either of those witnesses.

6 Q So, maybe I misunderstood. I  
7 thought you just told us that neither of these  
8 gentlemen gave you any information relating to  
9 the allegations in this lawsuit.

10 So let's --

11 MR. GREIM: Objection, misstates  
12 the witness' testimony.

13 Q Well, the record is what it is,  
14 but let me ask again.

15 Where did you get evidence to  
16 support the notion that Mr. Guo had the  
17 families of Mr. Shi and Mr. Meng followed  
18 throughout the greater New York City area?

19 A I got that from those two  
20 witnesses and I combined those with Mr. Guo's  
21 repeated statements that he would harass those  
22 people until their lives were destroyed; and he  
23 said that they must die.

24 Q And the statement that you got  
25 from Mr. Shi, sorry, Mr. Shi, what type of

1 MICHAEL WALLER

2 statement was that, written?

3 A Those were his written  
4 statements, his own writings.

5 Q These are published statements  
6 or text messages?

7 A Yes, they were published  
8 statements, public domain statements.

9 Q And let's call him Mr. Meng.  
10 With respect to Mr. Meng, the  
11 statement that you got from him with respect to  
12 the fact that his family was followed  
13 throughout the greater New York City area,  
14 where was that statement published?

15 A I don't recall his exact  
16 statement.

17 I don't recall the source for  
18 it, correction.

19 Q You never talked to any of the  
20 family members of these two gentlemen to  
21 confirm that they had been followed, right?

22 A No.

23 Q If you would turn to page 25 in  
24 Exhibit 101.

25 I am going to direct your

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MICHAEL WALLER

attention to paragraph 18, so go ahead and read that.

A Okay.

Q All right, let's just start with sort of the first part of the first sentence which says, "Guo represented to Strategic Vision that he was a dissident."

Do you see that?

A Yes.

Q Where was that representation made?

A At his home at Sherry Netherland.

Q Do you remember on what date?

A On the first time November 21, 2017.

Q Was it made more than one time, that representation?

A Yes.

Q So the first time was what did you say, I'm sorry?

A November 21, 2017.

Q When was the next time it was made?

1 MICHAEL WALLER

2 A Also at his residence a couple  
3 of weeks later in December.

4 Q Those were the only two times  
5 they were made?

6 A No, they were all four times I  
7 met him.

8 Q Did you meet him all four times  
9 at the Sherry?

10 A Yes.

11 Q Let's start with the first one,  
12 November 21, who else was present?

13 A French Wallop was present.  
14 Lianchao Han was present and Guo Wengui was  
15 present; that was all.

16 Q When you met him in December  
17 of -- we are talking 2017, who was present?

18 A In the first meeting was the  
19 same group, it was French Wallop, Lianchao Han,  
20 Guo Wengui and myself.

21 Q The third meeting, do you  
22 remember when that was?

23 A That would have been later in  
24 the month.

25 Q Who was present there?

1 MICHAEL WALLER

2 A And it was French Wallop, Guo  
3 Wengui and the third time I met him regardless  
4 of the date, and Yvette Wang.

5 Q And there was a fourth time?

6 A Yes; it was later, it was around  
7 January 26, 2018.

8 Q Who was there?

9 A It was French Wallop, Guo Wengui  
10 and Yvette Wang.

11 Q Is it Strategic Vision's  
12 position that that statement, that Mr. Guo was  
13 a dissident is a statement that Strategic  
14 Vision relied upon in entering into the  
15 research agreement at issue in this case?

16 A We based our decision to work  
17 with him on his profession that he was a  
18 Chinese dissident against the Communist Party.

19 Q So, was the notion that he was a  
20 Chinese dissident important to Strategic  
21 Vision?

22 A Yes.

23 Q But that notion isn't captured  
24 in the research agreement itself, is it?

25 A Of course it is.

1 MICHAEL WALLER

2 Q Actually this one is already  
3 marked, we will just call it Han 11.

4 Is Han 11 the research agreement  
5 that's at issue in this case?

6 A It appears to be.

7 Q Could you show me where in Han  
8 11 there is a representation that Mr. Guo is a  
9 dissident?

10 A Mr. Guo is not named in this  
11 agreement, but Strategic Vision negotiated this  
12 agreement with him personally and he was  
13 explicit about using this project to promote  
14 his dissident activities against the Chinese  
15 Communist Party.

16 Q Yes. So you told me a moment  
17 ago, I asked you whether the notion that  
18 Mr. Guo was a dissident was memorialized in the  
19 agreement, and you said of course it is.

20 MR. GREIM: Objection, misstates  
21 the last question and the witness'  
22 answer.

23 Q My question is -- let me ask it  
24 again, the record reflects what you actually  
25 said.

1 MICHAEL WALLER

2 Paragraph 18 of the Strategic  
3 Vision's counterclaim says, "Guo represented to  
4 Strategic Vision that he was a dissident."

5 You agree with me so far, right?

6 A Yes.

7 Q And you agree with me that the  
8 concept of Mr. Guo being a dissident is  
9 important to Strategic Vision, right?

10 A Yes.

11 Q And I'm asking you if it was so  
12 important to Strategic Vision, why isn't it  
13 encompassed in --

14 MS. CLINE: Strike that, let me  
15 ask a threshold question first.

16 Q Is the notion that Mr. Guo is a  
17 dissident memorialized in the research  
18 agreement?

19 MR. GREIM: Objection, calls for  
20 a legal conclusion. The agreement  
21 speaks for itself.

22 Q To your knowledge?

23 A The agreement speaks for itself,  
24 however in negotiating the agreement with  
25 Mr. Guo, it was -- the express purpose of this

1 MICHAEL WALLER

2 project was to promote his dissident activity  
3 in China against the Chinese Communist Party.  
4 That was the purpose of the agreement.

5 Q And is that express purpose, as  
6 you call it, actually written in this agreement  
7 anywhere?

8 MR. GREIM: Same objection.

9 A I do not see the word dissident  
10 or Guo in this agreement.

11 Q So, my question is if it was so  
12 important to Strategic Vision that Mr. Guo is a  
13 dissident, why didn't you insist upon it being  
14 written down in the research agreement?

15 A It was understood.

16 It was an explicit understanding  
17 that we would have had no other reason to work  
18 with him if he wasn't interested in ousting the  
19 Chinese Communist Party.

20 Q I gather Strategic Vision's  
21 position in this case is that Mr. Guo is, in  
22 fact, not a dissident, is that correct?

23 A That's correct.

24 Q And tell me what evidence you  
25 have, written or otherwise, that Mr. Guo is not



1 MICHAEL WALLER

2 a dissident?

3 A First, March 5, 2017 audio  
4 recording of Guo Wengui announcing when he  
5 arrived in New York, "My operation has begun."

6 And then announcing how he was  
7 going to -- he was denouncing dissidents by  
8 name, he was calling them, he was insulting  
9 them, he was saying they deserved to die  
10 because they were against the country of China.

11 The government of Xi Jinping  
12 and what he called our party, meaning the  
13 Communist Party.

14 That's not dissident talk.

15 In May of 2017, he met with  
16 senior Chinese Communist Party and secret  
17 police officials where he talked about a deal  
18 that he had with them, to the point of even  
19 saying that he wanted the secret police to take  
20 his wife and children back to China and that  
21 his niece should be executed if she was found  
22 guilty of what she was being accused in court.

23 That is not a dissident's  
24 activity.

25 And on August 26, 2017, Guo

1 MICHAEL WALLER

2 signed a lengthy letter to Communist Party  
3 leader Xi Jinping professing his profound  
4 subservience to Xi Jinping, offering to serve  
5 as, in his words, a propagandist for Xi  
6 Jinping, and setting up an agency relationship  
7 with Xi Jinping in the United States.

8 That is not dissident activity.

9 In each of these statements made  
10 in his words, which he either did not dispute  
11 or he acknowledged, he referred to Xi Jinping  
12 by his Communist Party title and not his state  
13 title, which is also not a dissident activity.

14 He then embarked on a years'  
15 long vexatious litigation campaign to harass  
16 Chinese dissidents and democracy activists here  
17 in the United States and people who supported  
18 them.

19 That is not dissident activity.

20 Q Just let me clarify a couple of  
21 dates.

22 You mentioned an audio recording  
23 that you said was March 5 of '17, is that  
24 correct?

25 A That's correct.

1 MICHAEL WALLER

2 Q And then the next thing you  
3 mentioned was May of '17?

4 A Yes.

5 Q Then the third thing you  
6 mentioned was August of 2017?

7 A August 26th.

8 Q Of 2017?

9 A Yes.

10 Q And the year's long vexatious  
11 litigation campaign that you identify, when did  
12 that start?

13 A It began in 2017.

14 Q Do you know when in 2017?

15 A No. Later 2017.

16 He followed up on his litigation  
17 by suing the very people he had been denouncing  
18 as people who must die the previous March 5th,  
19 2017.

20 Q And the audio recording was  
21 published where?

22 A It appeared on YouTube first.

23 Q And the statement that was made  
24 in May of 2017, where was that published?

25 A It appeared on YouTube and later

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MICHAEL WALLER

Mr. Guo provided it to the Wall Street Journal.

Q And then the statement that was published in August of 2017, where was that published?

A That was -- that was -- there were a couple, there was a video that was made approximately on the 30th of August, 2017, on Youtube, and then Mr. Guo made an interview with a Chinese online news outlet that translates to Mirror, roughly around the end of August, early September 2017.

Q Okay, other than those recordings or statements that you just mentioned and the litigation campaign as you described it, does Strategic Vision have any additional evidence in support of the notion that Mr. Guo is not, in fact, a dissident?

A Yes.

Q Please describe it.

A Mr. Guo made numerous public statements that he published on Guo Media or Voice of Guo announcing or pronouncing his loyalty to Chinese communist party's leader Xi Jinping and praising Xi Jinping as a gift

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MICHAEL WALLER

from God, as the greatest and most humane leader of China and other effusive comments about the Chinese Communist Party leader.

Q Do you know when those statements were published?

A They were published throughout that whole period, from the spring of 2017 up until I believe as recently as September 2019.

Q Any other evidence that Mr. Guo is not, in fact, a dissident?

A Yes. He owes his entire business success to the Chinese secret police called MSS, ministry of state security.

Q How do you know that?

A Mr. Guo told this to the Voice of America in an extensive interview in April 2017 and he told journalist Bill Gertz, who was then with the Washington Free Beacon, in an article published in July 2017, and other statements.

He also told Mike Forsythe of The New York Times.

Q In 2017?

A Yes.

1 MICHAEL WALLER

2 Q Any other evidence that Mr. Guo  
3 was not, in fact, a dissident?

4 A Yes, he continues as recently as  
5 this year to show a profound affection and  
6 respect for the former vice minister of state  
7 security, his name is Ma Jian and he had made  
8 his fortune under Ma Jian's sponsorship.

9 And worked with Ma Jian to wire  
10 his real estate properties, including the  
11 Pangzhou Plaza Hotel and retail complex, to  
12 wire everything electronically so that the  
13 secret police; could take compromising videos  
14 of anybody who it wished to.

15 So he had in building his  
16 fortune from his early beginnings with Ma Jian  
17 at the provincial level all the way up to the  
18 national level in Beijing, he relied on Ma Jian  
19 as his patron and sponsor.

20 Q And what's the basis of your  
21 testimony regarding Mr. Jian?

22 A These were Guo's own statements.

23 Q The statements you have just  
24 described?

25 A Yes.

1 MICHAEL WALLER

2 Q Any other evidence regarding the  
3 notion that Mr. Guo is not, in fact, a  
4 dissident?

5 A Yes, unlike most dissidents from  
6 communist countries who come to the United  
7 States, Mr. Guo is not a defector, meaning he  
8 did not turn against the system that he left.

9 Q What's the basis for that  
10 statement?

11 A He was able to apply for a  
12 defector Visa in 2017 when he sought a  
13 permanent status in the United States.

14 He -- according to what he --  
15 according to Mr. Guo as reported by Bill Gertz  
16 he opted not to be a defector.

17 Q And the basis for that testimony  
18 is reporting done by Mr. Gertz?

19 A As Guo -- yes, as Guo told him.

20 Q I apologize again for my  
21 inability to speak Mandarin, but are you  
22 familiar with a gentleman whose name is first  
23 name Xia, X-i-a, second name Yeliang,  
24 Y-e-l-i-a-n-g?

25 A Yes.

1 MICHAEL WALLER

2 Q How do you pronounce that?

3 A I am not Mandarin speaking  
4 either, I X-i-a is pronounced Xia, or close  
5 enough.

6 Q And who is Mr. Xia?

7 A She's a Defendant in one of  
8 Guo's suits who's a critic of the Chinese  
9 regime and of Guo.

10 Q And you know Mr. Xia, right?

11 A I met him once.

12 Q Did you ever discuss with  
13 Mr. Xia the subject of whether or not Mr. Guo  
14 is a Chinese spy?

15 A He told me that he contended  
16 that Guo was a Chinese spy.

17 Q Mr. Xia told you?

18 A Yes.

19 Q That Mr. Xia contended that Guo  
20 was a spy?

21 A Yes.

22 Q And when did that conversation  
23 take place?

24 A Probably in June of this year.

25 Q That was before -- was that --



1 MICHAEL WALLER

2 were your communications with Mr. Xia part of  
3 the basis for Strategic Vision's fraud  
4 allegations?

5 A No.

6 Q Did you and Mr. Xia exchange  
7 text messages regarding --

8 MS. CLINE: Strike that.

9 Q Did you and Mr. Xia exchange any  
10 written messages regarding Mr. Guo?

11 A I don't recall.

12 Q Are you aware of a lawsuit in  
13 the Eastern District of Virginia in which  
14 Mr. Guo sued Mr. Xia for defamation with regard  
15 to the allegations regarding his being a spy?

16 A Yes.

17 Q And you are aware that Mr. Guo  
18 won a jury verdict, correct?

19 A He won parts of it on a jury  
20 verdict.

21 Q He won \$100,000, right?

22 A No, he had to also pay back, I  
23 think, \$20,000.

24 Q He got a verdict in his favor of  
25 \$100,000?

1 MICHAEL WALLER

2 A He got a partial verdict in his  
3 favor, as far as I understand.

4 Q So, the jury found that the  
5 statement that Mr. Guo was a Chinese spy is  
6 defamatory, right?

7 MR. GREIM: Objection, calling  
8 for this witness to speculate about what  
9 a jury found in some other case.

10 It's beyond the scope of the notice  
11 and it's calling for a legal conclusion.

12 A I can't give a legal conclusion.

13 Q Were you -- I'm just asking for  
14 your understanding, not a legal conclusion.

15 MR. GREIM: But his own personal  
16 understanding of that case is not  
17 relevant to anything in -- under the  
18 notice.

19 I mean he said that we are not  
20 relying upon that jury verdict for  
21 anything in this case, so --

22 Q No, I need an answer to my  
23 question. These allegations all go to  
24 Mr. Guo's status as a dissident or not.

25 So, did you attend that trial by

1 MICHAEL WALLER

2 the way?

3 A No.

4 Q Were you involved in that trial  
5 at all?

6 A I was asked to be a witness in  
7 that trial.

8 Q Did you testify?

9 A No.

10 Q What were you asked to testify  
11 about?

12 A About my understanding of Guo as  
13 a dissident.

14 MS. CLINE: Sounds relevant to  
15 me.

16 Q Why did you not testify?

17 MR. GREIM: Hold on, hold on,  
18 wait a minute.

19 I'm going to object to being  
20 outside the scope of the notice. The  
21 witness has said he was asked to testify  
22 about his own personal understanding of  
23 Guo as a dissident.

24 Strategic Vision was not asked to  
25 testify in that case, and this is to --

1 MICHAEL WALLER

2 the purpose of this deposition is to  
3 uncover the facts that Strategic Vision  
4 has that form the basis of its pleading.

5 It's not to learn anything and  
6 everything that Mr. Waller knows or about  
7 his interaction with people in this other  
8 case.

9 MS. CLINE: Can you repeat my  
10 question, please.

11 (The question requested was read  
12 back by the reporter.)

13 MR. GREIM: Okay, I'm going to  
14 instruct the witness not to answer that  
15 question.

16 This does not relate to Guo  
17 Wengui's personal history, that's the  
18 closest I can come here.

19 It does not relate to Strategic  
20 Vision's contention under number 3, it  
21 does not relate to the purported  
22 misrepresentations Guo made to Strategic  
23 Vision.

24 This person -- Mr. Waller's  
25 individual decision on whether he did or

1 MICHAEL WALLER

2 did not testify is not within the topics  
3 here. He's not here to individually  
4 testify.

5 MS. CLINE: I just want to make a  
6 record so we can take this to the court,  
7 if need be.

8 Q So you were asked to testify  
9 regarding Mr. Guo's dissident status, correct?

10 A I was asked to testify in my  
11 individual capacity having nothing to do with  
12 Strategic Vision.

13 Q But you were asked to testify  
14 about whether or not Mr. Guo was a dissident,  
15 correct?

16 A Actually my -- the -- it has  
17 nothing to do with this case, so I cannot  
18 answer that question, based on counsel  
19 directing me not to answer.

20 MR. GREIM: Let's see, here is  
21 the thing, I think -- let's do this, the  
22 question which is pending is whether  
23 Mr. Waller was asked to testify about  
24 Mr. Wengui's dissident status in another  
25 case.

1 MICHAEL WALLER

2 Is that -- I think I understand  
3 that. I think if that is the question, I  
4 would say we are beyond the scope, we are  
5 beyond the scope of this notice.

6 This is not -- none of this is  
7 information that is internal to Strategic  
8 Vision, we are trying to, and some of  
9 these questions understand Strategic  
10 Vision's work product, we are right on the  
11 edge of that, and I think -- and  
12 Mr. Waller did not testify in the other  
13 case, and so I think exploring these  
14 communications is beyond the scope of the  
15 notice.

16 So I will instruct the witness not  
17 even to answer that question.

18 MS. CLINE: Okay, so just so we  
19 have it clear for the record, you are  
20 instructing the witness not to testify  
21 based on an argument that the question  
22 is beyond the scope of this 30(b)(6) and  
23 the question at issue is whether or not  
24 Mr. Waller -- is Mr. Waller's -- the  
25 request that Mr. Waller testify as to

1 MICHAEL WALLER

2 Mr. Guo's dissident status?

3 MR. GREIM: Correct, it's whether  
4 or not he was asked to do that, and I am  
5 saying he cannot answer that question.

6 MS. CLINE: There is no privilege  
7 basis for your instruction not to  
8 answer, right?

9 MR. GREIM: It's just that we are  
10 beyond the scope and we are starting to  
11 harass Mr. Waller here.

12 We are not following the topics.

13 Q And so your testimony, then, is  
14 that Mr. Xia -- your conversations with Mr. Xia  
15 did not in any way support the allegations  
16 Strategic Vision made in this lawsuit, is that  
17 correct?

18 A I don't accept the premise of  
19 your question.

20 It seems like a leading  
21 question, I am -- it had nothing to do with the  
22 Strategic Vision case.

23 Q No, no, so --

24 A So I am here as a Strategic  
25 Vision witness, not as a personal witness.

1 MICHAEL WALLER

2 Q Understood.

3 A So I am not answering the  
4 question.

5 Q So where does Strategic Vision  
6 get the information on which it based its  
7 allegations of fraud in this case, from which  
8 individuals?

9 Weren't you one of those  
10 individuals?

11 A Yes.

12 Q So I am asking you to the extent  
13 that you contributed to the allegation in  
14 Strategic Vision's Complaint, what were the  
15 sources of that information?

16 And specifically was Mr. Xia one  
17 of the sources of that information?

18 MR. GREIM: That is a fair  
19 question that you can answer.

20 A Okay, I used hundreds of  
21 different sources to read, study, evaluate.

22 The ones I used to reach my  
23 conclusions are much fewer, and I can't recall  
24 which was which.

25 But Mr. Xia's information did



1 MICHAEL WALLER

2 not form a basis of my conclusions.

3 Q And so my job is to try to  
4 understand what the basis for your conclusions  
5 were?

6 A Okay, fine.

7 Q And so you're saying, your sworn  
8 testimony is that your -- the information that  
9 you got from Mr. Xia did not in any way support  
10 the allegations in this lawsuit?

11 A I want to answer your question,  
12 but I want to be clear.

13 Support the allegations, meaning  
14 support them in a factual sense or support them  
15 in a sense that I used those allegations in my  
16 own conclusions?

17 Q The latter. I'm trying to  
18 understand whether you learned anything from  
19 Mr. Xia that served as the basis for Strategic  
20 Vision's allegations in this lawsuit?

21 A No.

22 MR. GREIM: Just to also be very  
23 clear, our position would be that if he  
24 did, he could testify to that, but that  
25 the questions regarding the testimony in

1 MICHAEL WALLER

2 court went even beyond that.

3 Q Who is Lee Hong Kwon?

4 A He is another Chinese democracy  
5 activist.

6 Q And you know him personally,  
7 right?

8 A I met him once.

9 Q And did you meet him before  
10 Strategic Vision filed it's counterclaim in  
11 this lawsuit?

12 A Yes.

13 Q Did you have a conversation with  
14 Mr. Lee about Mr. Guo?

15 A Yes.

16 Q What was the nature of your  
17 conversation?

18 A As it was with the others,  
19 whether -- what his background was, his ties  
20 with the Chinese secret police, his harassment  
21 of Chinese dissidents, the fact that he sues  
22 people who oppose the Chinese Communist Party  
23 but doesn't sue people who help the Chinese  
24 Communist Party.

25 Q Where did you meet with Mr. Lee?

1 MICHAEL WALLER

2 A In northern Virginia at a  
3 restaurant.

4 Q Do you remember the name of the  
5 restaurant?

6 A No.

7 Q Do you remember the date?

8 A I am guessing around June or  
9 July of 2019.

10 Q And did you and Mr. Lee exchange  
11 any written messages about Mr. Guo?

12 A We may have retweeted one  
13 another.

14 Q Other than retweeting, did you  
15 and he -- did you and he exchange any private  
16 messages about Mr. Guo?

17 A Not to my recollection.

18 Q And you're aware that Mr. Guo  
19 sued Mr. Lee, correct?

20 A Yes.

21 Q Did you have any role in that  
22 litigation?

23 A No.

24 Q Who is Robert Tucker?

25 A There are several Robert

1 MICHAEL WALLER

2 Tuckers, one is a Sovietologist, one is a  
3 security person who I believe was working for  
4 Guo Wengui.

5 Q Did the Mr. Tucker who you  
6 believe to have worked for Mr. Guo Wengui, did  
7 you have any conversations with him about the  
8 allegations in this lawsuit?

9 A No.

10 Q Who is Endo Global?

11 A I don't know.

12 Q Enodo Global?

13 A Enodo Global.

14 Q Who is that?

15 A That's a tech firm in Virginia.

16 Q A tech firm that does what?

17 A Social media network analysis.

18 Q And do you have any  
19 communications with Enodo Global about the  
20 allegations in this lawsuit with anyone at  
21 Enodo Global?

22 A I don't recall ever having a  
23 reason to, it has nothing to do with this case.

24 Q Do you know the firm Arkin  
25 Solbakken?

1 MICHAEL WALLER

2 A No.

3 Q So, just to kind of summarize or  
4 you correct me if I am summarizing incorrectly,  
5 could you tell me or confirm for me the names  
6 of people from whom you got information that  
7 helped form the basis for Strategic Vision's  
8 allegations in this lawsuit?

9 A First Guo Wengui himself,  
10 Lianchao Han, L-i-a-n-c-h-a-o H-a-n, Yvette  
11 Wang, and then a number of published --  
12 published reports, public domain reports.

13 Q What else or who else, I should  
14 say?

15 A A lot of court documents, I  
16 can't recall precisely which ones they were,  
17 but it was a great deal of material.

18 Really anything in the public  
19 domain about Guo Wengui I probably either read  
20 or was referred to.

21 Q Okay, and how about things that  
22 were not in the public domain, did you have any  
23 private conversations with anyone other than  
24 Mr. Guo, Mr. Han and Ms. Wang, that formed the  
25 basis for Strategic Vision's allegations in

1 MICHAEL WALLER

2 this case?

3 A It was principally my own  
4 research, and then talking to other people who  
5 had done their own research on Guo. We already  
6 discussed those names.

7 Q And I just want to make sure I  
8 have captured all of the names.

9 What I am trying to do is make a  
10 list of every person with whom you had a  
11 private conversation that helped inform  
12 Strategic Vision's allegations.

13 So can you just give me a list  
14 of those names, private conversations, other  
15 than Mr. Guo, Mr. Han and Ms. Wang?

16 A The names that you brought up  
17 earlier, you can just tack those in.

18 Q Let me just make sure we are on  
19 the -- so that would be Mr. Meng, correct?

20 A Yes.

21 Q And Mr. Shi Wei?

22 A Yes.

23 Q And who else?

24 A Mr. Lee, who you raised.

25 Q And Mr. Xia?

1 MICHAEL WALLER

2 A Yes.

3 Doesn't mean I used the  
4 information, but I spoke to them.

5 Q So you did have communications  
6 with Xia that formed the basis for Strategic  
7 Vision's allegations in this case?

8 A Yes, I evaluated all the cases,  
9 read the cases, evaluated them and then came to  
10 my own conclusions.

11 Q I'm talking about private  
12 communications that you had with Mr. Xia.

13 A Yes, yes.

14 Q And did you have any private  
15 conversations with Mr. Xia that formed the  
16 basis for your allegations in this case?

17 A Mr. Xia's material did not form  
18 the basis of allegations in this case.

19 Q Anyone else other than Mr. Meng,  
20 Mr. Shi, Mr. Lee?

21 A Not to my recollection.

22 Q Do you know who Richard Frankel  
23 is?

24 A No.

25 Q A moment ago we went through

1 MICHAEL WALLER

2 statements that Strategic Vision claims Mr. Guo  
3 made regarding the fact that he was a  
4 dissident, and I think you talked about four  
5 different meetings; do you recall that?

6 A Yes.

7 Q Is your testimony that Mr. Guo  
8 himself made these statements?

9 A Yes.

10 Q In which language?

11 A In Mandarin and in English. He  
12 speaks better English than he let's on.

13 Q So, my question is for -- on  
14 each of those four occasions, it's your  
15 testimony that he made the statement regarding  
16 being a dissident in Mandarin and in English?

17 A Yes, and if not using the word  
18 dissident, saying he wants to destroy the  
19 Communist Party of China.

20 MS. CLINE: Let's mark this as  
21 102, please.

22 (The above described document was  
23 marked Exhibit SV 102 for identification  
24 as of this date.)

25 Q We have handed you a document



1 MICHAEL WALLER

2 that's been marked as Exhibit 102, have you  
3 ever seen it before?

4 A No.

5 Q Have you ever seen the names on  
6 this list before?

7 A Yes.

8 Q Do you know whether all of these  
9 individuals are members of the Chinese  
10 Communist Party?

11 A No.

12 Q Do you know whether any of them  
13 is?

14 A Yes.

15 Q Can you sort of identify, tell  
16 us what you know about these people?

17 A I would need a different  
18 document to reference it. It's a document  
19 that's been produced before.

20 So I can't accurately tell you  
21 who is who unless I refer to that document.

22 Q So sitting here just based on  
23 looking at their names, you can't say who's a  
24 communist and who's not?

25 A No, it would say on the

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document. I know one of them is the grandson of a Chinese Communist Party leader, I know another one is a supposedly illegitimate child of Wang Qishan, W-a-n-g Q-u-i-s-h-a-n.

But offhand I can't say.

I know one of them Lee June Soon is one of the Chinese Communist Party and MSS officers who visited Guo in his home in May, but other than that, I can't tell you offhand.

Q Okay that's fair.

So put Exhibit 102 aside and just -- so Strategic Vision did, in fact, set out to investigate a number of individuals on a list, right?

A Yes.

Q It was called fish in the parlance of the research agreement, right?

A Yes.

Q How many fish were there, do you recall, initially?

A Initially there were these 15 names.

Q Did you come to -- did Strategic Vision come to a conclusion as to whether those

1 MICHAEL WALLER

2 15 were all members of the Communist Party?

3 A No.

4 Q You don't know one way or the  
5 other?

6 A No.

7 Q With respect to any of them?

8 A We were not tasked to produce  
9 analytical products.

10 Q Did you come across any evidence  
11 that suggested that those 15 individuals were  
12 not members of the Chinese Communist Party?

13 A It's hard to assess who's not,  
14 so I can't answer that; no.

15 Q Did you ever send a letter to  
16 the United States Government claiming that  
17 Mr. Guo was a Chinese spy?

18 MR. GREIM: I'm going to object,  
19 that is beyond the scope of the  
20 deposition.

21 Again, whatever Mr. Waller and his  
22 interactions with the United States  
23 Government, is just beyond the scope of  
24 this.

25 The question -- we are trying to

1 MICHAEL WALLER

2 learn about Strategic Vision's contentions  
3 about Guo Wengui not Mr. Waller's letters  
4 to the U.S. Government.

5 MS. CLINE: So I'm going to  
6 repeat -- ask the court reporter to  
7 repeat the question.

8 The allegations, if such a letter  
9 were sent, the allegations in that letter,  
10 presumably would be similar to the  
11 allegations in the Complaint and  
12 presumably the research would have been  
13 duplicative, so it's fair game.

14 If you are going to instruct the  
15 witness not to answer, we will make a  
16 record so that we can take it up with the  
17 court if appropriate.

18 So, I'm sorry, can you read it  
19 back.

20 (The question requested was read  
21 back by the reporter.) of the

22 MR. GREIM: And based on all the  
23 reasons that I articulated before,  
24 including the fact that based on what  
25 counsel said a moment ago I don't think

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MICHAEL WALLER

is relevant, I think there are too many jumps, I will instruct the witness not to answer that question.

MS. CLINE: Just to be clear, there is no privilege basis for your instruction not to answer?

MR. GREIM: Well, there would be no -- well, I want to say this, I actually -- I'm not prepared to waive a privilege to the extent that any confidentiality attaches to someone's communications to the government in an asylum case, I just don't know the answer to that question.

We weren't prepared to talk about it here today and I don't want to waive it.

Q Did you -- so, you agree with me that Strategic Vision alleges in this case that Mr. Guo is not a dissident, correct?

A Correct.

Q Did you have any communications with the United States Government about whether or not Mr. Guo is a dissident?

1 MICHAEL WALLER

2 A I've been directed not to answer  
3 that question.

4 MR. GREIM: And I will stay with  
5 that same instruction.

6 MS. CLINE: So let me be very  
7 specific. Prior to the filing of the  
8 fraud counterclaim in this lawsuit, my  
9 question is did you have any  
10 communications with the United States  
11 Government regarding whether Mr. Guo is  
12 a dissident?

13 MR. GREIM: And I will -- the  
14 question is Mr. Waller individually --  
15 well, I think I will -- I think I will  
16 allow the question as to -- let me think  
17 here for a minute here, Johanna.

18 No, I will instruct the witness not  
19 to answer that question.

20 Again, if you want to understand  
21 the information we have about Mr. Wengui,  
22 which is what the attachment on the notice  
23 asked for, we are here to provide that  
24 information.

25 Our communications with the United

1 MICHAEL WALLER

2 States Government, though, is beyond the  
3 scope.

4 MS. CLINE: All right just to be  
5 clear, and we can fight about this  
6 later, Strategic Vision got its  
7 allegations from this human sitting  
8 right here, Mr. Waller, and to instruct  
9 him not to answer a question about his  
10 communications regarding the allegations  
11 is improper.

12 We will just make a record and we  
13 can take it up with the court.

14 MR. GREIM: Just to be very  
15 clear, the instruction is his  
16 communications to others about any  
17 contentions he is making.

18 We agree that communications with  
19 others by which he gathered information  
20 can be proper, assuming it does not  
21 intrude upon work product.

22 Q Did the United States Government  
23 ever confirm the allegation that Mr. Guo was  
24 not a dissident?

25 MR. GREIM: Objection assumes

1 MICHAEL WALLER

2 facts not in evidence.

3 A Did they confirm it to me or --  
4 no. I mean nothing.

5 Q You have no evidence from the  
6 United States Government confirming the  
7 allegation that Mr. Guo is not a dissident,  
8 correct?

9 A Correct.

10 Q Did the government provide any  
11 information to you one way or the other with  
12 respect to Mr. Guo's dissident status?

13 A No.

14 Q So, the contract that is at  
15 issue in this lawsuit is a contract between  
16 Strategic Vision and Eastern Profit, right?

17 A Yes.

18 Q When you testified in your  
19 personal capacity, I think it was in February,  
20 you testified that you and Ms. Wallop had an  
21 oral agreement that you and she would split the  
22 profits that came of the contract, is that  
23 accurate?

24 A To my recollection, yes.

25 Q And is the statement accurate as



1 MICHAEL WALLER

2 you sit here today that was your agreement?

3 A Yes.

4 Q Has Strategic Vision ever done a  
5 calculation of what its profits were as --  
6 stemming from the Eastern Profit contract?

7 A I did not do it, but I  
8 understand, yes that it was, but I did not do  
9 it myself.

10 Q Have you ever seen a calculation  
11 of Strategic Vision's -- whether or not a  
12 calculation that related to whether Strategic  
13 Vision earned any profits from the Eastern  
14 Profit contract?

15 A Yes.

16 Q Just ballpark, what's your  
17 understanding of the amount of profit?

18 A Pardon me, let me correct  
19 myself. I don't know that they would  
20 constitute profits, but let's continue with the  
21 questions.

22 Q Okay, so let's just -- I don't  
23 want to be confused about what I'm talking  
24 about when I say profits, so can we just agree  
25 that profits for purposes of this discussion

1 MICHAEL WALLER

2 equal revenue minus expenses?

3 A For a given period, yes.

4 Q Fair.

5 Okay, so with that definition in  
6 mind, did Strategic Vision earn any profit as a  
7 result of the Eastern Profit contract?

8 A It would be fair to say divided  
9 earnings would be a proper way to define it.

10 Q What do you mean by that?

11 A So, our agreement was to split  
12 earnings 50/50.

13 Q Okay, and what -- sorry, I  
14 didn't mean to cut you off.

15 A So we did.

16 Q And what do you mean by  
17 earnings?

18 A For whatever was paid, whatever  
19 the residuals were, profit is a -- you're  
20 asking me for a term that's it's more specific  
21 than -- I mean I don't know the legal term  
22 versus the human term difference, so let's just  
23 say earnings from it.

24 Yeah, we split earnings from  
25 that period.

1 MICHAEL WALLER

2 Q And the earnings, and I'm just  
3 trying to use a word you're comfortable with,  
4 so earnings, what does earnings mean?

5 A Earnings would be weigh of the  
6 grows versus what was paid out in expenses.

7 Q So, to put it very simply, it  
8 would be what came in minus what was paid out?

9 A Yes.

10 Q And did any -- what money came  
11 into Strategic Vision in connection with this  
12 contract?

13 A There was a deposit of \$1  
14 million from ACA Capital, or almost \$1 million  
15 to ACA Capital -- from ACA Capital to Strategic  
16 Vision.

17 Q Any other money coming into  
18 Strategic Vision with respect to this contract?

19 A Not to my knowledge.

20 Q And ballpark, how much money was  
21 expended in costs by Strategic Vision with  
22 respect to this contract?

23 A That question would be best put  
24 to my colleague, but I can tell you by negative  
25 reasoning the -- my half of the residual was

1 MICHAEL WALLER

2 about \$250,000.

3 Q So your half of the earnings was  
4 \$250,000?

5 A Yes.

6 Q Okay, so you're not here to  
7 testify about specific expenditures that  
8 Strategic Vision made, is that correct?

9 A Right.

10 Q What is Oceanic Advisors?

11 A Oceanic Advisors was -- was a  
12 sole member LLC that I had that's defunct.

13 Q Did Oceanic Advisors have any  
14 role in connection with the research agreement  
15 at issue here?

16 A No.

17 Q Did Oceanic Advisors ever  
18 receive any money from Strategic Vision?

19 A No.

20 Q What is Liberty Tree Partners?

21 A That's another one member LLC  
22 that I own.

23 Q And did Liberty Tree Partners  
24 have any role with respect to the research  
25 agreement at issue here?

1 MICHAEL WALLER

2 A No.

3 Q And did Liberty Tree Partners  
4 ever receive any payment from Strategic Vision?

5 A No.

6 Q What is Georgetown Research?

7 A Georgetown Research is the -- is  
8 an LLC set up to administer this contract  
9 that's at issue, meaning to sub out -- let me  
10 rephrase that.

11 Oceanic Advisors was an LLC set  
12 up for the purposes of administering things  
13 through or from Strategic Vision for part of  
14 the contract.

15 Q I think you just misspoke, you  
16 said Oceanic Advisors.

17 A Pardon me, yes. No, Georgetown  
18 Research.

19 MS. CLINE: So can you read back  
20 his answer,

21 (The answer requested was read back  
22 by the reporter.)

23 Q So, fair to say that Georgetown  
24 Research was the LLC set up to administer  
25 things with respect to Strategic Vision and

1 MICHAEL WALLER

2 this contract?

3 A Yes, it was to administer  
4 certain aspects of the contract.

5 Q And which aspects were those?

6 A They were -- first we did -- by  
7 agreement with Mr. Guo we would use multiple  
8 entities to -- for funding so that things would  
9 be harder for the Chinese to trace.

10 So that was the primary reason  
11 for setting up a company like that, and it was  
12 mainly to serve as a payment mechanism or a  
13 subcontracting mechanism.

14 Q Any other aspects that were the  
15 responsibility of Georgetown Research?

16 A No.

17 Q So when was Georgetown Research  
18 established?

19 A Late 2019 -- late 2017.

20 Q Who are the members of -- it's  
21 an LLC, correct?

22 A Yes.

23 Q Who are the members of  
24 Georgetown Research?

25 A French Wallop and myself.

1 MICHAEL WALLER

2 Q 50/50?

3 A Yes.

4 Q And there is a written operating  
5 agreement, I assume?

6 A No.

7 Q It's registered to do business,  
8 the LLC?

9 A Yeah.

10 Q And where is it registered?

11 A I think it's Wyoming.

12 Q Have there ever been any more  
13 than two owners?

14 A No.

15 Q Georgetown Research did receive  
16 payments from Strategic Vision, correct?

17 A Yes.

18 Q Can you just describe those  
19 payments, very generally?

20 A Sure, those were provided --  
21 they were -- they were either payments to a  
22 subcontractor who executed a lot of the work,  
23 or to myself.

24 MS. CLINE: Can you mark this as  
25 103.

1 MICHAEL WALLER

2 (The above described document was  
3 marked Exhibit SV 103 for identification  
4 as of this date.)

5 Q We have handed you what's been  
6 marked as Exhibit 103, and I can represent for  
7 the record that the highlight on the first page  
8 is mine.

9 But other than that, do you  
10 recognize Exhibit 103?

11 A Yes.

12 Q What is it?

13 A It's a bank statement for  
14 Georgetown Research from -- for the month of  
15 January, 2018.

16 Q And the first page of Exhibit  
17 103 indicates that Georgetown Research received  
18 two wire transfers from Strategic Vision, is  
19 that correct?

20 A Yes.

21 Q And one of them was for \$25,000  
22 and the other one for \$200,000, correct?

23 A Yes.

24 Q And then those were made on --  
25 those transfers were made on January 16th,



1 MICHAEL WALLER

2 correct?

3 A Yes.

4 Q And on the same day there was a  
5 withdrawal of \$200,000, correct?

6 A Yes.

7 Q Do you know where that money  
8 went?

9 A Yes.

10 Q First of all, was it a  
11 withdrawal in cash?

12 A No.

13 Q Tell us about that withdrawal.

14 A It was a -- it was either a bank  
15 transfer or a wire.

16 Q Where did that money go?

17 A That went to the subcontractor  
18 for Team 1.

19 Q And how was the subcontractor  
20 for Team 1 paid?

21 A Through that payment directly to  
22 an account that the Team 1 leader held.

23 Q By wire transfer?

24 A Either wire transfer or ACH.

25 Q So it wasn't a physical -- it

1 MICHAEL WALLER

2 wasn't cash?

3 A No, it was an electronic  
4 payment.

5 Q Can you turn to page 2 of  
6 Exhibit 103, Bates stamped 1956.

7 Does the transaction receipt  
8 that has something to do with the \$200,000?

9 A This is very faint. I can't  
10 read the -- I can't read this.

11 Q Okay, can you see that there are  
12 two references to two checking accounts there?

13 Are you able to make that out?

14 A Yes.

15 Q Do you know whose checking  
16 accounts -- says withdrawal from checking then  
17 deposit to checking, do you know whose deposits  
18 those are?

19 A I can't see the numbers. If you  
20 have a better copy I could tell you, on this  
21 page?

22 Q Correct?

23 A Yes, I can't tell you.

24 Q You would agree with me that  
25 Georgetown Research's account ends in 034,

1 MICHAEL WALLER

2 correct?

3 A Yes.

4 Q Do you have any idea whose  
5 checking account ends in 001?

6 A I believe this was Team 1  
7 leader.

8 If page 1956 matches this, then  
9 it would be Team 1 leader.

10 Q Was the transfer made to an  
11 individual or to an entity?

12 A To an entity.

13 Q And are you willing to testify  
14 about the name of that entity?

15 A That's protected under an  
16 initial court order by Judge kettle.

17 Q Do you know what Team 1 leader,  
18 was there -- what were the terms under which  
19 Team 1's leader was to receive \$200,000?

20 A That was to set up Team 1  
21 outside the United States to do the work.

22 Q And was there any itemization of  
23 that \$200,000?

24 A No.

25 Q So, you have no idea what that

1 MICHAEL WALLER

2 \$200,000 was spent on?

3 A Yes, I do.

4 Q Okay, what was it?

5 A It was on computer gear and a  
6 computer team.

7 Q And did Strategic Vision ever  
8 get invoices or receipts for either the  
9 computer gear or the computer team?

10 A We got an invoice.

11 Q From whom?

12 A Pardon me, Georgetown -- I don't  
13 recall whether it was Strategic Vision or  
14 Georgetown Research that got an invoice, but  
15 one of the two got an invoice.

16 MS. CLINE: Mark this as the next  
17 exhibit, please.

18 (The above described document was  
19 marked Exhibit SV 104 for identification  
20 as of this date.)

21 A Yes, this is the invoice.

22 Q So, yes, so if you would just  
23 describe for the record what Exhibit 104 is?

24 A Exhibit 104 is an issue from  
25 Team 1 leader to Georgetown Research for

1 MICHAEL WALLER

2 \$200,000.

3 Q Okay, so in the redacted section  
4 of text that's under the word invoice, is that  
5 where Team 1's leader's name would appear?

6 A I believe so, yes.

7 Q Other than this, is there any  
8 written evidence from Team 1 regarding that  
9 payment of \$200,000?

10 A No, presumably illegible page  
11 1956, but that would be all.

12 Q Did Team 1 send you a receipt  
13 after you paid the invoice that's number 104?

14 A No. Not to my recollection.

15 Q Did you create Exhibit 104?

16 A I provided the document.

17 Q So you created the invoice, did  
18 anyone at Team 1 ever touch Exhibit 104?

19 A No.

20 Q So you just created --

21 A Touch the --

22 Q So who created Exhibit 104?

23 A Team 1 did. I created the  
24 exhibit in discovery, but Team 1 created the  
25 document.

1 MICHAEL WALLER

2 I mean this is Team 1's invoice  
3 to Georgetown Research which I provided as  
4 Georgetown Research, I provided in discovery.

5 Q Okay, putting aside who produced  
6 it in discovery, who physically typed this up?

7 A Team 1.

8 Q Okay, and so you received this  
9 document that is Exhibit 104 from someone at  
10 Team 1, correct?

11 A Yes.

12 Q Then just to close the loop, so  
13 in connection with this invoice dated January  
14 6, Georgetown Research made a wire transaction  
15 on January 16th, is that right?

16 A Yes.

17 Q And then -- but you are not  
18 aware of any receipt that Team 1 provided when  
19 it received the funds, is that correct?

20 A Correct.

21 Q And you never got an itemization  
22 from Team 1 as to how that \$200,000 was spent,  
23 correct?

24 A Correct.

25 Q To the best of your knowledge it

1 MICHAEL WALLER

2 was spent on computer gear, computer teams, but  
3 you can't say anything more specific than that?

4 A Correct.

5 Q Was there an understanding  
6 between Strategic Vision and Team 1 about  
7 expenses beyond \$200,000?

8 A No, that was a flat rate payment  
9 system that we had, and we structured  
10 everything in a way to protect Mr. Guo from  
11 being discovered by the Chinese.

12 So in our discussing the  
13 contract, as we were arranging this with  
14 Mr. Guo, we said that all invoicing would be  
15 kept to a minimum and there would be as little  
16 paperwork as possible in order to prevent the  
17 Chinese government from finding out about this  
18 activity.

19 So, likewise, we were not to  
20 have invoiced either, there would just be  
21 certain payments made verbally, through a  
22 verbal arrangement.

23 Q I'm sorry, there would be  
24 payments made?

25 A Right.

1 MICHAEL WALLER

2 Q Through a verbal?

3 A Right, so invoices would be  
4 verbal.

5 Q Invoices would be oral, you  
6 mean, not written down?

7 A Right.

8 Q And how physically did Team 1  
9 transmit this invoice to Georgetown Research?

10 A By hand.

11 Q And where did that take place?

12 A Probably in Washington, D.C.

13 Q Do you remember?

14 A Not for facts.

15 Q So you met face-to-face with the  
16 leader of Team 1 in Washington, is that right?

17 A Yes, in the D.C. area.

18 Q What was the date on which you  
19 and he met?

20 A We met many times.

21 In terms of this contract, we  
22 met many times between November and -- November  
23 2017 and March 2018.

24 Q Do you remember when he gave you  
25 this invoice that's Exhibit 104?



1 MICHAEL WALLER

2 A On or about January 6, 2018.

3 Q Did Strategic Vision ask Team 1  
4 to search its records for documents relevant to  
5 this litigation?

6 A Yes.

7 Q And did they provide any?

8 A There were no documents.

9 Q Turn, if you would, in Exhibit  
10 103 to Bates page 1957.

11 And this relates to -- it's a  
12 bank account statement as of February 28th of  
13 2018, correct?

14 A Yes.

15 Q There are two payments that are  
16 American Express payments, do you see those?

17 A Yes.

18 Q Whose American Express is being  
19 paid there?

20 A That was my American Express.

21 Q And then there is a wire  
22 transfer to Allied Special Operations Group, do  
23 you see that?

24 A Yes.

25 Q That's been referred to as Team

1 MICHAEL WALLER

2 2 in this litigation, is that correct?

3 A Yes.

4 Q And that was the entirety of the  
5 payment to Team 2, correct?

6 A Yes.

7 Q So, in terms of outgoing funds  
8 from Georgetown Research, we have a \$200,000  
9 deposit that goes to Team 1, correct?

10 A Yes.

11 Q And we have call it  
12 approximately \$3,000 in your American Express  
13 payment, correct?

14 A Yes.

15 Q And then the transfer to Team 2  
16 for approximately \$5,400, right?

17 A Yes.

18 Q And then turn, if you would, to  
19 the next page, to 1958, you see there are two  
20 more American Express payments, right?

21 A Yes.

22 Q And those coordinate or  
23 correspond to reimbursement invoices that you  
24 submitted personally, correct?

25 A Yes, I believe so.

1 MICHAEL WALLER

2 Q Do you know why there are two  
3 payments to American Express in the same month?

4 A No.

5 Q Was Georgetown research paying  
6 anyone's American Express bill other than  
7 yours?

8 A No.

9 Q All right, so then in March we  
10 have approximately \$8,000 in business expenses,  
11 right?

12 A Well, they were February, but  
13 credited in March.

14 Q Excuse me, fair, yes.  
15 Turn the page to 1959, do you  
16 see that?

17 A Yes.

18 Q There is one payment in April,  
19 correct?

20 A Yes.

21 Q And that's made to your American  
22 Express account?

23 A Yes.

24 Q And do those expenses tie out to  
25 a reimbursement invoice, do you know?

1 MICHAEL WALLER

2 A Probably, because it's an odd  
3 number.

4 Q But that's your American  
5 Express?

6 A Yes.

7 Q The bill, correct?

8 A Yes.

9 Q And then turn to the last page,  
10 if you would, which is a bank statement as of  
11 May 31; do you see that?

12 A Yes.

13 Q And the first entry is a wire  
14 transfer from Strategic Vision for \$15,000; do  
15 you see that?

16 A Yes.

17 Q Why was that transfer made?

18 A I don't recall.

19 Q Do you know whether that was  
20 part of the \$250,000 in earnings that you  
21 received personally?

22 A I don't recall.

23 Q Do you recall when the research  
24 agreement at issue here was terminated?

25 A It would have been effective

1 MICHAEL WALLER

2 around March 25th of 2018.

3 Q Right, so in light of that, do  
4 you have any explanation for why there are  
5 still being payments made in May to Georgetown  
6 Research?

7 A Because we ended up using  
8 Georgetown Research for other purposes.

9 Q When did that start taking  
10 place?

11 A After the termination of the  
12 contract.

13 Q When specifically?

14 A Well, if you find the date of  
15 the termination of the contract, you get the  
16 date of the change.

17 Q What were the purposes for which  
18 you used it immediately after the contract  
19 termination?

20 A First there were still bills to  
21 be paid, and second there was other business to  
22 be done through things having nothing to do  
23 with this contract.

24 Q So, with respect to the  
25 transaction listed in the May bank statement,

1 MICHAEL WALLER

2 we talked about the \$15,000 credit and you  
3 don't know why that was made, correct?

4 A Correct.

5 Q Then there is a payment to you,  
6 the \$15,000; do you see that?

7 A Yes.

8 Q I'm sorry if you answered this,  
9 is that included in your \$250,000, or no?

10 A I would have to go back and  
11 check, but I did say approximately \$250,000.

12 Q And then there is another AMEX  
13 payment on May 7, do you see that?

14 A Yes.

15 Q And what business expenses could  
16 be being paid on May 7th with respect to this  
17 contract if it terminated effective in March?

18 A I didn't say this was related to  
19 the contract.

20 Q Okay, so then you tell me then,  
21 is this bill payment on May 7, is that not  
22 related to this case, not related to Eastern  
23 Profit?

24 A I don't know, I don't believe  
25 so.

1 MICHAEL WALLER

2 Q Are any of these payments  
3 subsequent to or on this May statement related  
4 to the Eastern Profit agreement?

5 A Something could have been a  
6 residual dividing up of remainder funds, but I  
7 don't have an accounting for it here.

8 Q Sitting here you can't say one  
9 way or the other?

10 A Correct.

11 Q Who is Psyber Solutions?

12 A That's somebody whose business  
13 was not related to the case.

14 Q Then the wire to you on May  
15 16th, does that relate to Eastern Profit at  
16 all?

17 A I don't recall sitting here.

18 MS. CLINE: All right, let's take  
19 a break.

20 THE VIDEOGRAPHER: The time is  
21 10:43 a.m., this is the end of video 1,  
22 we are off the record.

23 (At this point in the proceedings  
24 there was a recess, after which the  
25 deposition continued as follows:)

1 MICHAEL WALLER

2 THE VIDEOGRAPHER: The time is  
3 11:08 a.m. we are back on the record.  
4 This is video 2.

5 Q So, Mr. Waller, I started by  
6 asking you to confirm that you are -- to  
7 confirm you are here as a representative of  
8 Strategic Vision here today?

9 A Correct.

10 Q Is Strategic Vision compensating  
11 you for your time here today?

12 A No.

13 Q Are they compensating you for  
14 your testimony in any way?

15 A No.

16 Q Is anyone paying you for your  
17 time here today?

18 A No.

19 Q Is anyone compensating you for  
20 your role in this lawsuit?

21 A No.

22 Q Who paid your expenses to come  
23 to New York today?

24 A I did.

25 Q Has anyone paid for any of



1 MICHAEL WALLER

2 your -- other than yourself, paid for your  
3 travel expenses with respect to this  
4 litigation?

5 A No.

6 If I might complete an answer to  
7 your question from before, regarding the  
8 checking activity from May 1st in the Exhibit  
9 SV 103, page 1960.

10 The \$15,000 funds transfer was a  
11 payment to me for work performed and then that  
12 funds turn out the following day, was paid the  
13 same payment to my personal account.

14 And then the funds transfer from  
15 May 16th had nothing to do with this matter at  
16 all.

17 Q All right, can you just repeat  
18 that?

19 So the -- sorry.

20 A So the May 1st funds transfer  
21 credit \$15,000, that was payment to Strategic  
22 Vision as a corporation, to me as an  
23 individual.

24 Q And is that --

25 A For me as an individual.

1 MICHAEL WALLER

2 Q Was that part of the \$250,000 in  
3 earnings?

4 A I believe so.

5 Q And then go ahead?

6 A And then the May 2nd, funds turn  
7 out, that wire to me, that's that same payment.

8 Q Correct, so as I understand, the  
9 money came in from Strategic Vision on May 1  
10 and then out to you on May 2nd?

11 A Correct.

12 And then the May 16th funds  
13 transfer is something that has nothing to do  
14 with this case at all, or it has nothing to do  
15 with Strategic Vision.

16 Q Okay, so turn, if you would, to  
17 Han Exhibit 11, and we have already established  
18 that's the research agreement that's in dispute  
19 in this litigation, right?

20 A Yes.

21 Q The contract was signed on  
22 behalf of Strategic Vision on January 6, 2018,  
23 is that right?

24 A Yes.

25 Q And the contract was negotiated

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MICHAEL WALLER

by Strategic Vision and Eastern Profit in part  
in Ms. Wallop's home in Virginia, correct?

A Most of it was negotiated with  
Guo Wengui in his home in New York City.

Q Didn't some of the negotiations  
take place in Ms. Wallop's home in Virginia?

A To my understanding, yes.

Q And the contract was signed in  
Ms. Wallop's home in Virginia, correct?

A She signed it there with Yvette  
Wang.

Q Strategic Vision signed the  
contract in Virginia?

A With Yvette Wang in Virginia,  
yes.

Q Right above the signature page  
there is a subheading called duration, do you  
see that?

A Yes.

Q In the last sentence of that  
paragraph says, "Either party may terminate the  
contract with 30 days written notice."

Do you see that?

A Yes.

1 MICHAEL WALLER

2 Q That was your understanding of  
3 the terms of the agreement, correct?

4 A Yes.

5 Q And there didn't need to be  
6 cause to terminate, there didn't need to be a  
7 reason to terminate, correct?

8 A Yes; correct.

9 Q Thank you.

10 And the contract was terminated  
11 by Eastern Profit on or about February 23, is  
12 that correct?

13 A To my recollection, yes.

14 Q I'm still looking on page 5 of  
15 the agreement here, the parties agreed that --  
16 it says, "The client will pay the contractor a  
17 deposit of U.S. \$1 million."

18 Do you see that?

19 A Yes.

20 Q And a deposit, in fact, was  
21 paid, correct?

22 A By ACA Capital, yes.

23 Q And the parties -- with respect  
24 to the deposit, the parties agreed that the  
25 deposit would be credited on a prorated basis

1 MICHAEL WALLER

2 at the end of the contract, right?

3 A Yes.

4 MR. GREIM: Objection, calls for  
5 a legal conclusion.

6 Q That was your understanding?

7 A I withdraw my legal conclusion.

8 Q I'm not asking you -- you're a  
9 business person, right?

10 A Yes.

11 Q I'm just asking you for your  
12 understanding of the parties' terms. You don't  
13 have to have a JD to do that.

14 So your understanding was that  
15 the deposit would be credited on a pro rata  
16 basis to the end of the contract, correct?

17 MR. GREIM: I just object once  
18 again because this is for Strategic  
19 Vision's vision's understanding and not  
20 Mr. Waller's.

21 Q Yeah, I'm asking for your  
22 understanding.

23 You've no reason to disagree  
24 with what I just said, correct?

25 A I agree it says the deposit will

1 MICHAEL WALLER

2 be credited on a prorated basis to the final  
3 one, one-third month's of the contract.

4 Q And you understood that the  
5 Strategic Vision understood that the \$1 million  
6 was a downpayment, not a signing fee, correct?

7 A No, it was a deposit.

8 Q So you did understand that it  
9 was a downpayment, not a signing fee?

10 A Correct.

11 MR. GREIM: Objection, vague.

12 A In our negotiations with Mr. Guo  
13 on this contract, he did not like the idea of a  
14 a signing bonus or a deposit, so we settled  
15 on -- pardon me, he didn't like the idea of a  
16 signing bonus or an advance, so he chose to  
17 call it a deposit, so we called it a deposit,  
18 too.

19 Q But you agree that it's not a  
20 signing fee?

21 A Correct.

22 Q And you just testified, and I  
23 think we saw, maybe we didn't yet, but the \$1  
24 million deposit came in through ACA Capital,  
25 correct?

1 MICHAEL WALLER

2 A Yes.

3 Q And Strategic Vision did not  
4 return any portion of that deposit to ACA  
5 Capital, did it?

6 A Correct. No, it did not.

7 Q Turn, if you would again, you  
8 might still be there, page 5 of the research  
9 agreement.

10 Sort of in the middle of the  
11 page there is a paragraph that starts with the  
12 word subsequent, do you see that?

13 A Yes.

14 Q Then so there is a sentence that  
15 starts with the word I will just read it all,  
16 "subsequent payments will be made to the same  
17 account unless mutually agreed otherwise in  
18 writing."

19 Do you see that?

20 A Yes.

21 Q Then it says, "It is understood  
22 that the client may direct other entities to  
23 pay the contractor and that such payments will  
24 be deemed satisfactory."

25 Do you see that?

1 MICHAEL WALLER

2 A Yes.

3 Q Are you aware of any prohibition  
4 in the contract that prohibited Eastern Profit  
5 from making payments from entities other than  
6 Eastern Profit?

7 A It was explicit that they would  
8 be all entities controlled by Guo Wengui, that  
9 it was his money, and that he would -- he may  
10 use various vehicles to conceal from the  
11 Chinese government the fact that he was making  
12 these payments.

13 Q And there was no prohibition  
14 that --

15 MS. CLINE: Strike that.

16 Q The parties -- there was no  
17 prohibition in the contract preventing Eastern  
18 Profit from making payment from an entity based  
19 in Hong Kong, was there?

20 A Let me review this.

21 In our negotiations with him, it  
22 was explicit that there would never be a  
23 payment straight from Hong Kong, because that  
24 would violate basic operational security  
25 compromising both Mr. Guo and all of us.



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2 Q But that never got memorialized  
3 in the written contract, correct?

4 A Correct.

5 Q Just generally speaking, from a  
6 business perspective of Strategic Vision, what  
7 was -- what services was Strategic Vision  
8 agreeing to provide to Eastern Profit under the  
9 agreement?

10 MR. GREIM: Objection, vague.

11 And one thing I'll say is this is  
12 all material that was in the original  
13 petition -- sorry, claim and counterclaim,  
14 it was already covered in the 30(b)(6) of  
15 Strategic Vision.

16 So none of this about the  
17 statements of the services to be provided  
18 is new, and that's what we are limiting  
19 today to.

20 MS. CLINE: The notice does call  
21 for documents that were newly produced,  
22 including a giant stack of handwritten  
23 notes by Mr. Waller regarding the  
24 negotiations of the contract.

25 So I'm entitled to ask him his

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2 understanding of the contract.

3 If they are inconsistent with his  
4 notes, then I will impeach him.

5 MR. GREIM: Fair enough. I agree  
6 with that.

7 MS. CLINE: Would you read back  
8 the last question and answer.

9 (The portion of the record  
10 requested was read back by the reporter.)

11 Q Can you answer that question?

12 A In summary, the agreements were  
13 to dig up information on Chinese Communist  
14 Party members and their family members and  
15 their illegitimate children who would not  
16 overtly be connected to them, who were running  
17 or managing illegally gotten gains or money  
18 stolen by the CCP officials for their own self  
19 enrichment and any other kind of information  
20 that would show their breaking Chinese law or  
21 Communist Party "morality," anything that would  
22 cause them to be shown to be breaking Chinese  
23 law, American law and by extension discrediting  
24 the party leadership.

25 Q And there were certain reports

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2 or deliverables to be provided under the  
3 contract, correct?

4 A Yes.

5 Q And the deliverables would be  
6 delivered by USB only, correct?

7 A Correct.

8 Q Turn, if you would, to the first  
9 page of Exhibit Han 11.

10 I direct your attention to the  
11 bottom of the page, paragraph A.

12 There is a sub-bullet there that  
13 says, "Financial forensic historical research."

14 Do you see that?

15 A Yes.

16 Q And that was one of the types of  
17 deliverables to be provided, correct?

18 A Yes.

19 Q And specifically if you go to  
20 the second line of that paragraph, it says,  
21 "Research will consist of in-depth and detailed  
22 reports of existing and historical business and  
23 financial transactions."

24 Do you see that?

25 A Yes.

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2 Q Did Strategic Vision ever  
3 produce such a deliverable?

4 A Mr. Guo did not give us time.

5 Q But just -- can you just answer  
6 my question so the record is clear.

7 Did Strategic Vision ever  
8 produce such a deliverable?

9 A Mr. Guo made it impossible for  
10 us to deliver that kind of material.

11 Q So Strategic Vision did not  
12 deliver that material, correct?

13 A I already said my answer.

14 Q I need an answer to the question  
15 I understand.

16 A I answered your question.

17 Q I understand that you have  
18 another argument, but I need an answer to the  
19 question.

20 Did Strategic Vision ever  
21 provide the in-depth and detailed reports of  
22 existing and historical business and financial  
23 transactions mentioned in the last paragraph of  
24 page 1?

25 A I will say again, Mr. Guo did

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not permit us to do that, so we did not deliver them.

Q If you turn the page and go to section B, it says, "Current tracking research."

Do you see that?

A Yes.

Q And it says, "Current tracking research shall consist of, but not will be limited to in depth and detailed reports on movements of specified subjects by land, air and sea."

Do you see that?

A Yes.

Q Did Strategic Vision deliver any reports of that nature?

A Yes.

Describe that?

A We found movements of specific subjects by land and air, private and commercial, addresses and lodging, means of transportation, geolocation, and Mr. Guo refused to accept that information.

Q Did you attempt to provide that

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2 information to Mr. Guo?

3 A Yes.

4 Q By what means?

5 A By -- through Lianchao Han in  
6 February, the first or second week of February,  
7 2018.

8 Q Tell me about that.

9 A This was work we had found  
10 through Team 2.

11 Q Team 2 is the ASOG team?

12 A Yes.

13 Q And what was the deliverable  
14 that --

15 MS. CLINE: Well, strike that.

16 Q Tell me about what Team 2 found?

17 A Well, first of all we had a  
18 problem because there were questions about  
19 whether the research methodology was legal.

20 We sought Mr. Guo's guidance on  
21 that and he refused to give that guidance, so  
22 we could not produce the data for him that had  
23 been retrieved.

24 We could not provide him with  
25 the data that had been retrieved because we

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2 were concerned about the legality of the way in  
3 which it was collected.

4 Q Did Strategic Vision then  
5 receive from Team 2 a deliverable on a USB?

6 A No, we received the deliverable  
7 on paper in their offices. They refused to  
8 provide all of the data because of their  
9 concerns about legality, but they gave us a  
10 summary of it.

11 We went back to Mr. Guo through  
12 Lianchao Han for guidance saying we found  
13 information but we have hit an impasse, can you  
14 give us guidance on what to do?

15 He refused to provide that  
16 guidance.

17 Q The -- so, ASOG gave you written  
18 documentation?

19 A He showed us.

20 Q What did they show you?

21 A It was a stack of about half an  
22 inch thick or more, maybe three-quarters of an  
23 inch thick of their actual documentation  
24 concerning flights from Shanghai to Los Angeles  
25 International Airport on private planes with

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2 the tail numbers that went to a private hangar  
3 where U.S. Customs had no inspectors.

4 It had an airport in Wisconsin  
5 where these planes would be parked.

6 It had names of individuals  
7 doing transit on those and other aircraft,  
8 these were private flights.

9 It had -- let me see, back on  
10 this tracking research, it had significant  
11 contacts of the subjects involved.

12 So it was a perfect set of  
13 datapoints through which to begin a serious  
14 deep dive, but we asked Mr. Guo for guidance  
15 because we -- he refused to provide that  
16 guidance, that's why we did not provide him the  
17 data.

18 Q So, Strategic Vision -- sorry,  
19 ASOG showed you this information in hard copy  
20 form?

21 A Yes.

22 Q And you didn't receive a  
23 photocopy of that information?

24 A No, they refused to provide it;  
25 because of questions of legality.



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2 Q And Strategic Vision subpoenaed  
3 ASOG in this case, right?

4 A Yes.

5 Q And is there anything of the  
6 sort of what you're describing produced by ASOG  
7 in this case?

8 MR. GREIM: Hold on, hold on.

9 Actually Eastern Profit subpoenaed ASOG,  
10 Strategic Vision subpoenaed the person  
11 named in ASOG's response to your client.

12 Q Okay, so Strategic Vision  
13 subpoenaed Adam Kraft?

14 MR. GREIM: That's right.

15 Q Is that your understanding?

16 A I stand corrected from my  
17 previous statement. Yes, that is my  
18 understanding.

19 Q And did Mr. Kraft produce any  
20 documents in response to the subpoena, to your  
21 knowledge?

22 A I don't know.

23 MR. GREIM: I will take this one  
24 just to be clear; he did not.

25 MS. CLINE: Let's mark this one

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2 as the next up, please.

3 (The above described document was  
4 marked Exhibit SV 105 for identification  
5 as of this date.)

6 Q Have you seen Exhibit number 105  
7 before?

8 A Yes.

9 Q What is it?

10 A This is an invoice from Allied  
11 Special Operations Group, ASOG, from March 2018  
12 for the work that we just discussed.

13 Q Originally they were set to  
14 invoice Strategic Vision over \$100,000,  
15 correct?

16 A Correct.

17 Q And then ultimately they only  
18 invoiced Strategic Vision \$5,400,  
19 approximately?

20 A Yes.

21 Q You see on the page 2 of the  
22 invoice there is an asterisk at the top next to  
23 the words termination credit, do you see that?

24 A Yes.

25 Q It says see note below?

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2 A Yes.

3 Q Then at the bottom -- well, the  
4 last text on the page there is a bullet that  
5 says "termination credit," do you see that?

6 A Yes.

7 Q It says, "Client advised all  
8 targets are RP by NCS."

9 Do you see that?

10 A Yes.

11 Q What does that mean?

12 A This was the reason why they,  
13 ASOG, did not provide us physical copies of the  
14 data, because of questions of legality.

15 The targets that Mrs. Wang gave  
16 us on behalf of Mr. Guo were -- which we  
17 provided to ASOG, were designated as RP or  
18 records protected.

19 And what ASOG told us is that RP  
20 stands for -- as a designation for foreign  
21 nationals whose files are protected by federal  
22 authorities either because they are subject of  
23 national security investigation,  
24 counterterrorism investigation, criminal  
25 investigation, or they may be subject to it, or

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2 conversely they may be collaborating with U.S.  
3 authorities.

4 So they want to keep those  
5 records private so that nobody finds out about  
6 any of this until the government deems  
7 necessary.

8 It was because of ASOG  
9 discovering this RP designation that it was  
10 unable to provide us with the data that it  
11 provided.

12 Q And do you know, did they tell  
13 you what NCS means?

14 A If I recall correctly it's  
15 National Counterterrorism Service but I am not  
16 sure.

17 Q Did they provide a statutory  
18 site about this restricted persons concept?

19 A No.

20 Q Had you ever heard it before?

21 A No.

22 Q The next line says, "ASOG  
23 requests explanation by client. No explanation  
24 provided."

25 Do you see that?

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2 A Yes.

3 Q Do you know what that means?

4 A Yes.

5 Q Can you explain it?

6 A Yes. They wanted to know who we  
7 were seeking this information for, and we  
8 wouldn't tell them in order to protect our  
9 agreement with Mr. Guo, and they immediately  
10 suspected that it was Mr. Guo because of how  
11 those names could be found open source linked  
12 to his.

13 And we wouldn't acknowledge that  
14 either, and then they suspected that this may  
15 be a China's foreign counterintelligence  
16 operation and that we were being used for those  
17 purposes to assist the Chinese Secret Service  
18 in finding information on that selective list  
19 of people, meaning what did the U.S. Government  
20 know or what was the status of the U.S.  
21 criminal investigation of them.

22 Q Can you just describe what you  
23 mean by open source linked?

24 A So, you go through social media  
25 or any online media that's open source and you

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2 collect that on a very large scale, aggregate  
3 it, then do your link analysis to find out what  
4 some of the common names are.

5 And Guo had apparently denounced  
6 a lot of these people in his videos or in his  
7 public statements, and they -- leading these  
8 analysts here immediately to assume that our  
9 client was Guo.

10 Q Does open source mean public?

11 A Yes.

12 Q How did ASOG deliver this  
13 invoice that's Exhibit 105 to Strategic Vision?

14 A I don't remember if it was by  
15 hand or by e-mail, but -- I know it was by  
16 e-mail, but I don't know if it was both.

17 Q The documents that they showed  
18 you, that was in Texas?

19 A Yes.

20 Q And who was present for that  
21 meeting?

22 A That was Adam Kraft who was the  
23 CEO, that was the CFO, Russ, last name began  
24 with R, I will remember it, and then the COO I  
25 will recall his name, it's -- if I see their

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2 website I can tell you who the names were.

3 And then there were three  
4 analysts who I only knew by their first names.

5 Q Was anyone there on behalf of  
6 Strategic Vision other than yourself?

7 A Yes, French Wallop was there.

8 Q Was anyone else present other  
9 than the three individuals you described?

10 A No.

11 Q And, I'm sorry, you may have  
12 said this and I just didn't remember, where in  
13 Texas was the meeting?

14 A Addison, Texas, it was right  
15 outside Dallas.

16 Q At their offices?

17 A Yes.

18 Q Other than that -- so that  
19 information never ended up on a USB drive that  
20 was in your possession, correct?

21 A No.

22 Q And it certainly never made its  
23 way to Eastern Profit, correct?

24 A Correct. We got into a big  
25 argument with them about it, saying we were

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2 ready to pay for it, she should have told us  
3 this ahead of time, and this was causing  
4 problems for us and for the client, and they  
5 said this, if we give it to you, it's going to  
6 break federal law, so no.

7 That's when we went back to  
8 Mr. Guo for guidance through Lianchao Han about  
9 what to do next.

10 Q When you say we and they,  
11 meaning Strategic Vision got into an argument  
12 with ASOG?

13 A Correct.

14 Q So, other than the stack of hard  
15 copy papers that you described that you saw but  
16 didn't receive from ASOG, did Strategic Vision  
17 compile any other tracking research consistent  
18 with paragraph B on page 2 of the agreement?

19 A No, that was our first crack at  
20 the tracking research.

21 Q And then -- just bear with me.

22 A I might also add that it was a  
23 problem on the legality side because while  
24 Lianchao Han was scrupulous about obeying U.S.  
25 law, Yvette Wang was not, and she even once



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2 said I don't care if it's legal, just get it.

3 MS. CLINE: Move to strike.

4 A That is a completion of my  
5 answer. I ask that my comments be retained for  
6 the record.

7 Q If you drop down to paragraph C  
8 on page 2 of the agreement, social media  
9 research, do you see that subtitle?

10 A Yes.

11 Q It goes on to say, "Shall  
12 consist of in-depth and detailed reports on the  
13 social media usage and networks of specified  
14 subjects and public figures."

15 Do you see that?

16 A Yes.

17 Q Did Strategic Vision ever  
18 provide a deliverable that meets that  
19 description?

20 A Yes.

21 Q Tell me about that.

22 A It first obviously is to  
23 research anything or anyone you need to do  
24 basic research on it, so Team 1 did its own  
25 initial research through open source or public

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2 social media on certain of the targets on that  
3 15 person list.

4 That was their own basic work.  
5 So the only report, in quotes, that we provided  
6 as a deliverable was showing how the research  
7 team was setting up its methodology to collect  
8 this data, but we did not -- that was the  
9 extent of the report, it was just an initial  
10 status report after the first week.

11 Q Okay.

12 A Or two.

13 Q So there was a report on  
14 methodology, correct?

15 A Yes, but keep in mind our  
16 reports were not supposed to be analytical,  
17 they were supposed to be simply raw data.

18 But we wanted to demonstrate to  
19 the client the methodology that was being used  
20 so that the client would understand how the  
21 work was being done.

22 Q Okay, but was there a  
23 deliverable provided that detailed the social  
24 media usage and networks of the subjects?

25 A No, only the methodology

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2 deliverable that I just mentioned.

3 Q Just to close the loop, that  
4 methodology report was delivered how and when  
5 and to whom?

6 A It was delivered to Yvette Wang  
7 by USB port and I was told, "This is all shit,  
8 it's worthless. Don't bother with this."

9 Q And was this the delivery on  
10 January of 26th?

11 A It was said on two occasion.

12 Q The delivery of the methodology  
13 report with respect to social media research,  
14 when was that made?

15 A It was either January 26th, I  
16 think it was -- I think it was January 26th.

17 Q Was there more than one report  
18 on social media methodology?

19 A No, but I don't remember if it  
20 was on -- if it was delivered on that day or at  
21 a nearby day, I just want to be careful about  
22 the date.

23 Q And, in total, how many USB  
24 drives did Strategic Vision deliver to Eastern  
25 Profit?

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2 A Either two or three to Yvette  
3 Wang. I think it was two, but it might have  
4 been three.

5 Q So, one would be the social  
6 media research methodology report you just  
7 mentioned, correct?

8 A Yes.

9 Q And what was the nature of the  
10 other USB deliverable?

11 A It was raw code.

12 Q When was that delivery made?

13 A On or about the 30th of January  
14 2018.

15 Q And did the raw code relate  
16 to --

17 MS. CLINE: Sorry, let me strike  
18 that.

19 Q Turn back to page 1 of the  
20 contract, if you would.

21 You see that there are the three  
22 indented bullets, financial, forensic  
23 historical research, current tracking research  
24 and social media research; do you see that?

25 A Yes.

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2 Q And the second USB that was all  
3 code, does that relate to any of those three  
4 subject matter areas?

5 A It related to all three.  
6 Let me say it potentially  
7 related to all three.

8 Q What do you mean by potentially?

9 A It was still encrypted code and  
10 Ms. Wang and Mr. Guo were insistent that we  
11 deliver it regardless.

12 I said it hasn't been decrypted  
13 yet, and they essentially said we don't care,  
14 we want it anyway.

15 We said it won't be of any use  
16 to you until it's decrypted. So I went and  
17 retrieved it anyway for them.

18 Q I am just going to show you a  
19 document, I'm not going to mark it yet because  
20 I think I know what the answer to this question  
21 is going to be.

22 Do you see this document, it has  
23 a color code key at the top of it?

24 A Yes.

25 Q What's the Bates label on the

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2 bottom of the page?

3 A SVUS 001939.

4 Q That's Ms. Wallop's document, is  
5 that correct?

6 A Yes.

7 Q You are not here to testify  
8 about that?

9 A Correct.

10 Q So turn back, if you would, to  
11 the Strategic Vision's counterclaim.

12 And specifically page 31  
13 paragraph 36?

14 A Yes.

15 Q All right, let's start with the  
16 first sentence, says, "Strategic Vision's team  
17 working in other countries also found troubling  
18 breaches of security by Eastern Profit and Guo  
19 that frustrated and prevented Strategic  
20 Vision's performance."

21 Do you see that?

22 A Yes.

23 Q Which team is Strategic Vision  
24 referring to there?

25 A Team 1.

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2 Q And what -- can you describe the  
3 troubling breaches of security that are  
4 alleged?

5 A Yes. One of them was that Guo  
6 Wengui's name kept coming up in searches for  
7 the names on the target list in a way that  
8 appeared to be a pattern.

9 Meaning it gave away the  
10 identity of the client, and we had stressed the  
11 importance of protecting the client, and they  
12 said there is too much out there where Guo has  
13 already -- we know who your client is and he's  
14 compromised those names already on his own, if  
15 he wants to keep the list a secret.

16 Second one was it appeared that  
17 there were other people out there who were  
18 searching for the exact same obscure data at  
19 about the same time.

20 And that two of the people on  
21 the list appeared to know in advance that they  
22 were being searched and had taken measures to  
23 take down information available that we were --  
24 had been tasked to search for.

25 And the Team 1 suspected that a

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2 trap had been laid for them, and they also  
3 suspected that this was for illicit purposes.

4 So all of that was basic  
5 troubling breaches of operational security.

6 Q So let's break that down a  
7 little bit.

8 When you -- let's specifically  
9 talk about the breaches of security.

10 So what specifically was one of  
11 the breaches of security?

12 A So, Guo was publicly denouncing  
13 the very people who -- some of the very people  
14 who Team 1 had been tasked to dig up  
15 information on.

16 Meaning that his name was being  
17 connected with them, so that any work they were  
18 doing, someone who is watching could presume  
19 that they were working for Guo.

20 Guo was stressing the extreme  
21 sensitivity of this information, and if any of  
22 this was known, people would be killed, and  
23 he's testified to this effect in this suit.

24 He had told us that at the same  
25 time, so we were very alarmed that this was



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2 going to compromise our people who were doing  
3 the work, as one example of a breach.

4 Meaning when you are doing  
5 confidential investigative work, you don't  
6 speak out loud with the names of the people you  
7 are having investigated.

8 Q And so that information that you  
9 just described came from Team 1?

10 A Yes.

11 Q And there isn't any writing from  
12 Team 1 to that effect yet?

13 A Right, because Guo had  
14 instructed us not to have electronic  
15 communication.

16 Q Any other examples of troubling  
17 breaches of security?

18 A Yes.

19 The computer researchers  
20 themselves had detected that at least two of  
21 the targets had taken down the very specific  
22 information that these researchers had been  
23 tasked to look for within hours, days or hours  
24 of Team 1 doing this research, and they felt  
25 that in their experience it was so unusual that

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2 somebody on Guo's team had compromised their  
3 activities in their country where they were  
4 doing the work.

5 This is -- this and other  
6 examples are reflected in my notes.

7 Team 1 warned us that, "You have  
8 an enemy in your own camp." Meaning in the  
9 client's camp.

10 So when you get these warnings  
11 from seasoned professionals, you take them  
12 seriously.

13 MS. CLINE: Next exhibit, please.

14 (The above described document was  
15 marked Exhibit SV 106 for identification  
16 as of this date.)

17 Q So we have handed you what's  
18 been marked as Exhibit 106.

19 Are these your handwritten notes  
20 to which you just referred?

21 A Yes.

22 Q So, just as a threshold matter,  
23 can you kind of describe, like where did these  
24 notes come from and what generally was your  
25 notetaking practice?

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2 A These are my handwritten notes,  
3 the first page was from the first time we met  
4 Guo when I did not use a notebook, most if not  
5 all of the remainder were from my notebooks.

6 Q Just meaning page 1 was sort of  
7 a looseleaf?

8 A Yes, it was the back of a page  
9 of something else.

10 Q Okay, and then the rest of  
11 Exhibit 106 is a bound notebook?

12 A Yes, I believe they were from  
13 two notebooks.

14 No, this is just one.

15 Q What is your note taking  
16 practice, generally speaking?

17 A In some meetings I don't take  
18 notes at all, because people won't be as open  
19 or they don't want them taken, or you just want  
20 to keep things confidential.

21 In these types of meetings I  
22 take notes which is a combination of what's  
23 being said, what -- so it's not quite minutes,  
24 but it's virtually minutes of the meeting, to  
25 memorialize what was said at the meeting.

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2 It also has brainstorming in  
3 there and then own ideas that I develop or  
4 notes that I make to myself about later  
5 follow-up.

6 So it's -- you won't see a  
7 consistent method to all the notes.

8 Q So I think you referred a moment  
9 ago to notes that you took when you're meeting  
10 with Team 1, is that correct?

11 A The Team 1 leader.

12 No, no, I said it's reflected in  
13 my notes what Team 1 had said, but I didn't  
14 take notes. I don't recall that I took notes  
15 with Team 1 leader.

16 We will probably explore that as  
17 you question me.

18 Q And I'll ask you to do a little  
19 work here, could you find the notes to which  
20 you were just referring in this packet?

21 A Okay, there is another set of  
22 notes that I provided in discovery that I don't  
23 see here, so if -- there is an off chance it  
24 could be in there.

25 Okay. Page 1788, it's

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2 underlined follow-up 1/25.

3 This is notes from a meeting  
4 with team leader one, Team 1 leader and about a  
5 little below, halfway down the capital letter  
6 says security flaws.

7 So we were told Guo and Yvette  
8 Wang both said these slides were extremely  
9 secret, never to reveal anything.

10 Team 1 found the exact slide of  
11 number one already online on something that  
12 Guo's network of people had already posted in  
13 public.

14 Q So just when you say the exact  
15 slide of number 1, you are referring to one  
16 page in a hard copy document that Eastern  
17 Profit provided to Strategic Vision?

18 A In a -- one page in an  
19 electronic document that Eastern Profit  
20 provided to Strategic Vision.

21 Q Okay.

22 A Okay, that was slide number one.

23 "Information on number 2 on the  
24 confidential slide was found on the same  
25 website as they found information on number 1."

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2 So there was a breach somewhere  
3 there.

4 And then it says "Team," meaning  
5 Team 1, "knows that others are doing searches."  
6 This was searches on the exact same people at  
7 the exact same time.

8 He said, "Big risk of getting  
9 caught," which means the team felt that even  
10 though they had taken all the measures they  
11 had, this was going to compromise them.

12 "Team hesitated because they  
13 found other" word illegible "into e-mails and  
14 accounts and they feared getting caught  
15 therefore need more security or risk lock down.

16 "And we can screw it up for the  
17 other team," meaning another team that we would  
18 either hire or Guo had said he had three or  
19 four other teams, so we told them to be  
20 cautious because we didn't want Team 1 to be  
21 compromising anything that Guo might have had  
22 with any other teams that he might have hired.

23 He never told us if he actually  
24 did hire them.

25 So the same slide, "raises

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2 alarms," so after "they", Team 1, "came to us  
3 for guidance," and we go to M, which is Miles  
4 Kwok or Wengui, "for guidance to provide it  
5 back," so they were requesting guidance on  
6 that.

7 Q I was confused by your  
8 testimony, did Mr. Guo ever represent to  
9 Strategic Vision that he had hired other teams  
10 to do similar research?

11 A He said he had in the past, but  
12 he said he had three or four other teams,  
13 meaning at his disposal, but he didn't say one  
14 way or another whether he had hired them at the  
15 same time.

16 Q So the only basis for the  
17 allegation that there were other teams actively  
18 researching the same targets is what you  
19 learned from Team 1, isn't that correct?

20 A Yes, so these were the people  
21 actually doing the work, and they found someone  
22 else out there is searching in the same  
23 territory we were and we fear a security  
24 breach.

25 I believe I have other notes on

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2 the other notebook which is not in this  
3 exhibit.

4 Q While we are on that page, there  
5 is, sort of talking about page 1788, there is a  
6 list of cities sort of on the right margin,  
7 what do those represent?

8 A Those are the codes where we  
9 would say let's meet at a certain place,  
10 because Mr. Guo insisted that all of the  
11 exchanges of information be done in person by  
12 USB drive and not online.

13 So, I would send a text, see you  
14 at 17, with I would mean see you in Zurich, so  
15 that was our code key.

16 Q But this particular conversation  
17 that was on January 25th was it -- was by  
18 phone?

19 A No, it was in person.

20 Q You see right under your  
21 follow-up 1/25 there is an asterisk, do you see  
22 that?

23 A Um-hum.

24 Q It says, "Called for a status  
25 report on all 30 pieces?"



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2 A Yes.

3 Q What does called mean?

4 A That means the client had called  
5 for a status report. It doesn't mean telephone  
6 call.

7 Q So meaning Eastern Profit had  
8 called you?

9 A No, Mr. Guo had contacted us  
10 through Yvette Wang.

11 Q Called for, meaning requested?

12 A Yes. Ms. Wang contacted us to  
13 get the latest status report.

14 Q And what do you mean by all 30  
15 pieces?

16 A I would presume that meant a  
17 reference to the fish. So it's 30 in the  
18 contract.

19 Q Please turn to the next page, if  
20 you would.

21 A By the way, right below that it  
22 says, "We can't do a hard start each month."

23 That referred to the -- what  
24 amounted to tortious interference of stopping  
25 Team 1 by having the leader travel abroad and

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2 then having me travel abroad to meet every few  
3 days to exchange whatever partial data that  
4 they were able to recover.

5 So this was impeding their  
6 efforts.

7 Q So what were the terms of the  
8 contract between you and Team 1?

9 A Strategic Vision and Team 1?

10 Q Sorry, Strategic Vision and Team  
11 1.

12 A That the contract was to do the  
13 deep dive research on -- for the first month on  
14 all 15 of the -- all the main 15 names listed  
15 on that 89 page document and then from that  
16 point on ten more names or ten names every  
17 month, not 15.

18 Q But what did the -- we saw an  
19 invoice for \$200,000 earlier, do you recall  
20 that?

21 A Yes.

22 Q And what was supposed to have  
23 been accomplished for that \$200,000?

24 A So that was the setup for the --  
25 because we did not have, nor did we ever

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2 present the notion that we had an existing  
3 office or set of offices for this, we would do  
4 all our work setting out fresh teams, so there  
5 is no continuity, and it avoids detection, so  
6 we want to keep security for our clients.

7 In this case we would set up a  
8 new team abroad, and that team needed new  
9 computer equipment, so you want to make sure  
10 there is no electronic ability to trace  
11 anything that's being done, so you are buying  
12 devices in cash in third countries to be  
13 brought to another country where the team is  
14 set up.

15 So it's all those start up  
16 costs, related security costs, and then the  
17 team members themselves.

18 Q Did you -- did Strategic  
19 Vision --

20 MS. CLINE: So strike that.

21 Q When we looked at the research  
22 agreement between Eastern Profit and Strategic  
23 Vision there was a concept of deliverables,  
24 right?

25 A Yes.

1 MICHAEL WALLER

2 Q When Strategic Vision turned  
3 around and contracted with Team 1, did it  
4 import any concept of deliverables into the  
5 contract between Team 1 and Strategic Vision?

6 A Simply give us the raw data that  
7 you have when requested.

8 Q Did you provide Team 1 with a  
9 copy of the Eastern Profit research agreement?

10 A No.

11 Q How did Team 1 know what the  
12 subject matters were, what the deliverable  
13 format was supposed to be?

14 How did they know those things?

15 A We just provided Team 1 with the  
16 list.

17 That's all the client requested,  
18 he just said find out everything you can on  
19 this list of 15 names.

20 The problem, of course, was  
21 there is so much data to find and how do you  
22 narrow it down?

23 And some of the data is either  
24 security or illegal to obtain, and some of it  
25 doesn't exist, and as Team 1 found out, two of

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2 the names were either misspelled and sent the  
3 researchers in the wrong direction, or they  
4 might not have been real names of real people  
5 in the first place.

6 So you have to sift all that out  
7 in the beginning and then narrow down what does  
8 the client want, that's why the whole thing  
9 always required client guidance.

10 Q And did Strategic Vision give  
11 Team 1 any guidance regarding financial,  
12 forensic historical research, current tracking  
13 research or social media research?

14 A Yes.

15 Q Tell us about that, what kind of  
16 guidance did Strategic Vision give Team 1?

17 A So first the team has to  
18 familiarize themselves with the subject matter,  
19 that meant for them to go through all open  
20 source material so they could learn everything  
21 they could so they would know where to look and  
22 where not to look; that's standard for any  
23 research project.

24 And then they would go for what  
25 was easiest to retrieve, figure out what's

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2 easiest to get and then bring that data back,  
3 and that's going to be mainly open source  
4 material.

5 And then to go into the more  
6 difficult parts, but first you have to  
7 establish what you can find, the most easiest  
8 way, and then go for the tougher stuff later.

9 But it's an iterative process  
10 and you are constantly going back to the client  
11 for guidance.

12 And it takes a while to start  
13 up.

14 Did the pricing that Strategic  
15 Vision established with Team 1, was it related  
16 in any way to the pricing in the contract  
17 between Eastern Profit and Strategic Vision?

18 A It was a flat rate pricing for  
19 Team 1.

20 Q But was that flat rate in any  
21 way tied to the Eastern Profit contract?

22 MR. GREIM: Objection, vague.

23 A I don't know what you mean by  
24 tied.

25 Q How did you come up with a flat

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2 rate of \$200,000?

3 A It was \$250,000.

4 Q How did you come up with that?

5 A That's what they agreed to do it  
6 for.

7 Q But you didn't try to price it  
8 out in comparison to what the price of the  
9 contract with Eastern Profit was?

10 MR. GREIM: Objection, vague.

11 A No, because it wasn't just  
12 for -- it just wasn't for that one team, there  
13 were other elements of this project.

14 Q So there was no -- there was no  
15 deliverable based pricing with respect to Team  
16 1, it was all a flat fee?

17 A Yes.

18 Q And other than Team 1 and Team  
19 2, did Eastern -- did Strategic Vision have any  
20 contracts with any other teams who were going  
21 to perform the subject matter of the contract?

22 A Just Team 1 and Team 2. We  
23 didn't have a contractual -- written  
24 contractual relation with either, it was all  
25 verbal.

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2 Q But your testimony is that there  
3 was a contract with each of them, right?

4 A No, there were verbal agreements  
5 with each of them.

6 Q But an oral contract? Are you  
7 saying -- was there an oral?

8 MS. CLINE: Strike that.

9 Q There was an oral agreement  
10 between Strategic Vision and Team 1, correct?

11 A Correct.

12 Q And the parties agreed orally  
13 that the initial payment to Team 1 would be  
14 \$200,000, right?

15 Actually, can you pull out  
16 Exhibit 104?

17 A Okay.

18 Q So was the flat fee between  
19 Georgetown Research as the subcontractor for  
20 Strategic Vision and Team 1 \$200,000?

21 A Yes, but I think the overall was  
22 \$250,000.

23 Q So the total price of the  
24 contract with team -- the agreement with Team 1  
25 was going to be \$250,000?



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2 A Yes.

3 MR. GREIM: Objection, vague as  
4 to time period.

5 A Say for that month, it was  
6 month-to-month.

7 Q What was -- so the first month  
8 is \$200,000, right?

9 A No, that was paid out of that  
10 pocket, but it was -- remember, we are setting  
11 up something that the Chinese Government was  
12 not supposed to detect, so it's not going to  
13 have exact sums being transferred from point A  
14 to point B at the same time, it's going to come  
15 from different sources all for the same  
16 purpose.

17 This is all to protect the  
18 integrity of the project.

19 Q Well, I thought you testified,  
20 and correct me if I'm wrong, I thought you had  
21 testified earlier that this \$200,000 invoice  
22 was paid with a \$200,000 either a wire or an  
23 ACH transaction?

24 A That's correct.

25 Q Correct?

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2 A But that's not the only payment.

3 Q Were there other payments made  
4 to Team 1?

5 A I believe from Strategic Vision  
6 itself.

7 Q And how much, do you know?

8 A That's in the -- that's in the  
9 financials that you just showed me that you  
10 said you would discuss later.

11 Q Ms. Wallop will testify to that?

12 A I believe so.

13 Q To your knowledge, did Team 1  
14 ever make contact with any other teams who were  
15 researching the same targets?

16 A They did not.

17 Q Turn, if you would, so now we  
18 are on the Strategic Vision's counterclaim,  
19 turn to page 36, and specifically paragraph 51.

20 I just direct your attention to  
21 the first sentence of paragraph 51, and my  
22 questions are going to be when did that  
23 representation take place and who was present?

24 A The whole sentence or part of  
25 the sentence, there may be two --

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2 Q Let's clean it up.

3 A (Continuing) -- parts.

4 Q Paragraph 51 states, "Guo claims  
5 and claims to Strategic Vision that he was  
6 arrested and imprisoned in May 1989 during the  
7 TienanmenTienamen Square massacre for providing  
8 money to help protesters."

9 Do you see that?

10 A Yes.

11 Q And my question, first question  
12 is when was that representation made to  
13 Strategic Vision?

14 A He said that at his residence in  
15 one of his meetings with us that Yvette Wang  
16 interpreted for and then he commented it was  
17 May 10th, which happened to be his birthday.

18 Q So he made that --

19 A He made that statement straight  
20 to us.

21 Q And he made it in Mandarin, then  
22 it was translated?

23 A Yes, but sometimes he would use  
24 English to stress a point, or when Yvette  
25 wasn't either in the room or translating the

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2 way he wanted to.

3 Q Do you happen to remember which  
4 of the four meetings you described before it  
5 was in which that representation was made?

6 A That would have probably been  
7 the third meeting, the one before April --  
8 pardon me, the one before January 26th.

9 Q Turn to paragraph 52 on the next  
10 page.

11 And the question is just what is  
12 Strategic Vision's basis for these allegations?

13 A This was all straight what Guo  
14 had told us directly, personally and through  
15 Lianchao Han and Yvette Wang and also press  
16 reports, Wall Street Journal profiles, New York  
17 Times profiles.

18 Q Then drop down to paragraph 53,  
19 paragraph 53 says, "Guo's protector, beginning  
20 at about 2004, was Ma Jian, Vice Minister of  
21 theMinistry of State Security.

22 "Until Ma's arrest and  
23 expulsion from the Party in December 2014  
24 after losing an intraparty power struggle."

25 Do you see that?

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2 A Yes.

3 Q What is Strategic Vision's basis  
4 for that allegation?

5 A Guo told this to us personally  
6 himself; and it was widely recorded in the  
7 press.

8 And I might add this intraparty  
9 power struggle is important because that was  
10 another clue that he was not a real dissident.

11 He had claimed to us that he  
12 opposed the entire Communist Party, but as his  
13 spokesman, Mr. Podhaskie told the Wall Street  
14 Journal last July, it was only -- he was only  
15 fighting a radical faction within the Communist  
16 Party.

17 So that's not dissident  
18 activity.

19 Q How do you define dissident  
20 activity?

21 A You're opposing the ruling  
22 party.

23 You're not picking a faction  
24 fight within the party.

25 That means you are still a

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2 communist, that's not a dissident.

3 Q So, with respect to the first  
4 sentence of paragraph 53, when did Mr. Guo make  
5 that representation to Strategic Vision?

6 A On the first day we met him,  
7 which would have been November 21, 2017.

8 He had already spoken about it  
9 in his April 2017 Voice of America interview  
10 and his July 2017 interview with Bill Gertz.

11 Q How about just dropping down a  
12 couple of sentences still in paragraph 53,  
13 there is a sentence that starts, "One of Ma's  
14 duties."

15 Do you see that?

16 A Yes.

17 Q "One of Ma's duties was to run  
18 the MSS's Number 8 Bureau."

19 Do you see that?

20 A Yes.

21 Q What's the basis for Strategic  
22 Vision's allegation there?

23 A That comes from Guo himself as  
24 related through Bill Gertz in the July 2018  
25 Washington Free Beacon article.

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2 Q And then drop down to the next  
3 sentence, it says, "The MSS has a role not only  
4 in repressing domestic political dissent, but  
5 also in monitoring and suppressing activities  
6 overseas that are deemed to be subversive of  
7 the Chinese Communist Party."

8 Do you see that?

9 A Yes.

10 Q What is the basis of Strategic  
11 Vision's allegations there?

12 A That is from that same previous  
13 source that I just told you, Guo telling Gertz,  
14 but it's also through my own work.

15 I got my doctorate in studying  
16 communist secret police systems and studied the  
17 Soviet system, of which the Chinese system is a  
18 Sinofide copy, so I understand through my own  
19 professional work on how precisely how these  
20 systems work and also how fortunes are made by  
21 people who get under the wing of certain of  
22 their officials.

23 The MSS learned a lot from the  
24 KGB.

25 Q Drop down to paragraph 54, first

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sentence, "On information and belief 'Guo was a long time employee of Vice Minister Ma Jian.'"

Do you see that?

A Yes.

Q First of all, do you know why Strategic Vision has that part of that sentence in quotes there?

A If it was in quotes it would have been quoted from a public source.

Q Do you know what the public source is you are relying on there?

A Probably the footnote was pulled out, but I am surmising that it's also from that same July 2017 Gertz article based on the Guo interview.

Q Okay, next sentence, "On information and belief, Guo paid MSS officials and bought surveillance equipment for the MSS in exchange for favors."

What is Strategic Vision's basis for that allegation?

A Guo told that to Bill Gertz in some of Gertz's writings and he told me personally on November 21st, 2017.



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2 Q Guo told you personally?

3 A Yes, because I was interested  
4 in -- I had commented to him how I had worked  
5 on the Soviet side of things and saw how Soviet  
6 entrepreneurs made their money through the KGB,  
7 and he said yeah, he said -- and then he  
8 described how he built the Pengzhzhou Plaza  
9 Hotel and how he blackmailed the vice mayor  
10 of -- or extorted the vice mayor of Beijing by  
11 having surreptitious sex videos made of him in  
12 order to advance a property acquisition that  
13 Guo had wanted or to recover property that the  
14 Party had taken away from him.

15 Q Just move to the last sentence  
16 of paragraph 54, "Guo was able to use his  
17 connection with Ma and the MSS against Guo's  
18 business arrivals in Cline?"

19 A Yes.

20 Q "While the MSS was able to use  
21 Guo's business empire against its own targets  
22 in China?"

23 A Yes.

24 Q Same question, what's the basis  
25 for that allegation.

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2 A Same answer, Guo told Bill Gertz  
3 who reported on it and Guo told me in at least  
4 two discussions and then it was out there in  
5 other open source journalistic accounts.

6 Q So, did you have nonpublic  
7 conversations with Mr. Gertz regarding Mr. Guo?

8 A Only in the beginning when he  
9 arranged for us to -- arranged for Strategic  
10 Vision to do work for Mr. Guo.

11 Q Okay, did any of your  
12 conversations, private conversations with  
13 Mr. Gertz form the basis for the allegations in  
14 Strategic Vision's counterclaim?

15 A No.

16 Bill Gertz and I both understand  
17 that a lot of people can do really terrible  
18 things, and then they see the light and then  
19 they convert to the right cause.

20 As a dissident, for example, as  
21 an opponent of the Communist Party, and you can  
22 forgive the guy and work with the guy because  
23 now you have a similar cause.

24 So he's using his contacts and  
25 methodology against the Chinese regime, so we

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2 didn't see anything unusual in how he made his  
3 fortune, how Guo made his fortune.

4 What was unusual was how Guo  
5 kept those relationships.

6 Q Did Strategic Vision consult  
7 with Mr. Gertz at all regarding the allegations  
8 in the fraud claim in Strategic Vision?

9 A In which particular --

10 MS. CLINE: Let me just strike  
11 that and start again.

12 Q Did Strategic Vision consult  
13 with Mr. Gertz regarding its fraud counterclaim  
14 against Eastern Profit?

15 A Once I asked -- I asked Bill  
16 Gertz to persuade Guo not to file suit because  
17 it's just going to cause problems for  
18 everybody.

19 Bill said he relayed that he  
20 happened to agree, but nothing came of it, that  
21 was the only discussion.

22 Q So there were no discussions to  
23 your knowledge between Strategic Vision and  
24 Bill Gertz about Strategic Vision's fraud  
25 claim?

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2 A No. Not that I recall.

3 Q You testified earlier that you  
4 had some private conversations with Mr. Watson  
5 among about the allegations in Strategic  
6 Vision's fraud counterclaim.

7 Who else was present at your  
8 conversation with Mr. Meng?

9 A I think I only had one  
10 conversation with him, and then there were some  
11 other Chinese people present, but I don't  
12 remember their names.

13 Q You don't know who they were?

14 A I was introduced, but I didn't  
15 retain their names.

16 Q Was one of them Bruno Wu?

17 A No.

18 Q You would know it if he were  
19 there?

20 A Yes.

21 Q You know Mr. Wu?

22 A I have never met him.

23 Q Have you had any communications  
24 with Mr. Wu about the subject matter of  
25 Strategic Vision's counterclaims?

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2 A No.

3 Q Is Mr. Wu funding this lawsuit  
4 in any way, directly or indirectly?

5 MR. GREIM: I'm going to object.  
6 Who is funding this lawsuit is beyond  
7 the scope of the notice. It's  
8 irrelevant to the case. I instruct the  
9 witness not to answer.

10 Q Are you going to go by --

11 A I won't answer that question.

12 Q So you know the answer to the  
13 question, you are just refusing to answer, is  
14 that right?

15 MR. GREIM: I will also instruct  
16 the witness not to answer that question.

17 A I won't answer that question.

18 Q Strategic Vision in its prayer  
19 for relief in this case is seeking attorneys'  
20 fees, correct?

21 MR. GREIM: I will answer that we  
22 are not seeking attorneys' fees.

23 I am aware it's pled, but Strategic  
24 Vision is not seeking attorneys' fees in  
25 this case; that's a judicial admission.

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2 MS. CLINE: You are going to  
3 withdraw your claim for fees?

4 MR. GREIM: I mean the fees are  
5 listed in a catch-all in the wherefore  
6 clause along with court cost and other  
7 relief the court deems just and  
8 appropriate.

9 And I will tell you that we have  
10 asserted no cause of action under the law  
11 that would allow us to recover attorneys'  
12 fees, and we are not seeking them in this  
13 case.

14 Q Did you have a conversation with  
15 Mr. Wu about whether Strategic Vision should  
16 seek attorneys' fees in this case?

17 MS. CLINE: It is not privileged.

18 MR. GREIM: You can answer that  
19 question.

20 A No.

21 Q Did you have any communications  
22 with Mr. Wu on that subject?

23 THE WITNESS: Counsel?

24 MR. GREIM: I am going to go  
25 ahead -- I allowed that one, I am not

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going to allow any other questions about the payment of attorneys' fees in this case. This is not within the scope of the notice, nothing to do with the case.

Q Did Mr. Wu introduce you to any of the gentlemen who provided some of the information which form the basis for Strategic Vision's allegations in this case?

A No.

Q So Mr. Wu did not introduce you to Mr. Meng?

A No.

Q Who did?

A I think he asked me on Twitter and we got together, it was direct.

Q And who introduced to you Mr. Shi Wei?

MR. GREIM: I am just going to say I think we are out again on the edge of the notice here.

You want to understand the factual basis for the allegations in the Complaint, we have given you the sources, now learning how Strategic Vision met

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2 those sources is getting into our work  
3 product, and it doesn't lead to any  
4 admissible evidence.

5 It can't lead to any discovery of  
6 admissible evidence.

7 And so I am going to say questions  
8 about where information came from that's  
9 in the Complaint is fair, but who  
10 introduced Mr. Waller to an individual  
11 person is not.

12 Q Are you listening to your  
13 counsel's advice not to answer the question?

14 A I always want to take my  
15 counsel's advice.

16 Q You might not on this one.  
17 When you had a conversation with  
18 Mr. Shi Wei regarding the allegations in  
19 Strategic Vision's counterclaim, who else was  
20 present?

21 A Shi Wei was pending for which  
22 one?

23 Q Turn to paragraph 62, page 41 of  
24 the complaint or the counterclaim.

25 A Okay.



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2 Would you repeat the question?

3 Q Yes, so when you had your  
4 conversation with Mr. Shi Wei about the  
5 allegations in Strategic Vision's counterclaim,  
6 who else was present?

7 A Just him.

8 Q Do you know where he got his  
9 information, the information on which Strategic  
10 Vision relied in making its allegations?

11 A First, Strategic Vision didn't  
12 rely on him, we simply spoke to him and read a  
13 lot of what he wrote, he's a prolific writer  
14 and he had, if I recall correctly, he had  
15 gotten so far under Guo's skin and Guo was  
16 calling him such terrible names and he was one  
17 of the first two people, as with Wei Shi,  
18 Watson Meng, they were the first two people Guo  
19 threatened by name that we could find, so I  
20 wanted to find them and I found them on  
21 Twitter.

22 Q What is Boxun.com?

23 A That's a Chinese language news  
24 site, opinion site, blog that's very popular  
25 with both dissidents but it's also popular even

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2 in China, and so it's a lot of commentary on --  
3 independent commentary on China.

4 Q Was that website, did Strategic  
5 Vision use that website as a source for any of  
6 the allegations in this Complaint?

7 A I remember referring to it, it's  
8 all in Mandarin and I don't speak or read  
9 Mandarin, so it was very limited what utility  
10 it could be, but I went through it just to see  
11 who I was dealing with when I was talking to  
12 different of the authors.

13 Q Did you ever get anybody to  
14 translate for you articles on Boxun so that you  
15 could use them in connection with this  
16 litigation?

17 A I generally use machine  
18 translation, three different kinds and sort of  
19 averaged into each of the translations to  
20 understand what was being written.

21 Q And did you ever have any humans  
22 translate anything on Boxun.com with you in  
23 connection with this litigation?

24 A No.

25 Q Do you know who Jim Cisco is?

1 MICHAEL WALLER

2 A Yes.

3 Q Who is he?

4 A He's the CEO of Inodo, that has  
5 nothing to do with this case.

6 Q Did you have any conversations  
7 with Mr. Cisco about whether or not Mr. Guo was  
8 a dissident?

9 A I can't remember why I ever  
10 would have reason to.

11 Q Do you remember one way or the  
12 other whether you had any such conversations?

13 A I have told a lot of people that  
14 he's not a dissident, so I can't answer the  
15 question, it would be speculation.

16 I will have to answer no with a  
17 caveat that I really don't remember.

18 Q Did you consult with  
19 Mr. Cisco -- did Strategic Vision consult  
20 Mr. Cisco about the allegations in the  
21 Complaint?

22 A No.

23 Q I should say counterclaim.

24 In the conversation you had with  
25 Mr. Meng, does he speak English?

1 MICHAEL WALLER

2 A A little bit.

3 Q Did you have --

4 A Watson Meng, pardon me, yes, he  
5 does.

6 Q So you didn't need a translator  
7 for that conversation?

8 A I don't think so.

9 Q Same question as to Mr. Shi Wei,  
10 did you need a translator for that one?

11 A It was -- our discussion was  
12 very brief and I don't remember if I needed  
13 one. I met with so many people I can't keep  
14 track.

15 Q With respect to each of those  
16 two meetings, forgive me if I asked this  
17 before, the meeting with Mr. Meng, I think you  
18 said it was shortly before the counterclaim was  
19 filed, is that right?

20 A Yes.

21 Q Do you remember any more details  
22 about that meeting, where it was?

23 A Northern Virginia.

24 Q At a restaurant?

25 A Yes.

1 MICHAEL WALLER

2 Q Do you remember which one?

3 A No.

4 Q And about how many people were  
5 there with you?

6 A Maybe two or three.

7 Q And your testimony --

8 A Again, it's a blur, I honestly  
9 can't tell you precisely.

10 Q Your testimony is as you sit  
11 here you can't remember any of their names?

12 A That's correct.

13 Q Your meeting with Mr. Shi Wei?

14 A I went to meet with him and  
15 there were other people there, but I don't know  
16 who they were.

17 Q Did you bring anybody with you?

18 A No.

19 Q Did you take notes of that  
20 meeting?

21 A No.

22 Q Did you take notes after the  
23 meeting about the meeting?

24 A No.

25 Q And your meeting with Mr. Shi

1 MICHAEL WALLER

2 Wei, was that also in northern Virginia?

3 A Yes.

4 Q Was that also slightly before  
5 the counterclaim was filed?

6 A Yes.

7 Q And was that at a restaurant?

8 A Yes.

9 Q Which one?

10 A I don't remember.

11 Q How many people were there?

12 A It would have been one or two  
13 others, but I don't remember. One or two or  
14 more others; it was a small group.

15 Q Did you invite any of those  
16 people to attend the meeting?

17 A No.

18 Q And your testimony is you don't  
19 remember any of them?

20 A Yes.

21 Q Did that meeting require a  
22 translation?

23 A If I remember correctly, he  
24 spoke in English, other people chimed in  
25 whether to clarify something or disagree with

1 MICHAEL WALLER

2 the use of a term.

3 So it wasn't an interpreter  
4 based meeting.

5 Q Was the purpose for the meeting  
6 to garner support for the counterclaim?

7 A No, it was to get to meet this  
8 little Uber driver who this supposed  
9 billionaire from China was so upset about and  
10 said he wanted to have die, and finish him off,  
11 literally, in the March 2017 audio.

12 That's why it was so interesting  
13 to me, both of these two characters.

14 Guo Wengui tells someone my  
15 operation is on, he's smashing these guys for  
16 speaking out against the Chinese Communist  
17 Party and Xi Jinping. I want them to die.  
18 They are bastards, I must finish them.

19 Then he proceeds to run this  
20 litigation and smear campaign against them, so  
21 of course I'm going to be interested in talking  
22 to these guys.

23 Q Okay, but part of the purpose of  
24 the meeting was to supplement the allegations  
25 of Strategic Vision's fraud claim, right?

1 MICHAEL WALLER

2 A No, it was to understand the  
3 situation better.

4 Q At the point in time you met  
5 with them, you were intending to file a --  
6 Strategic Vision was intending to file a fraud  
7 counterclaim against Eastern Profit?

8 MR. GREIM: I'm going to object  
9 at this point. Now we are getting into  
10 work product and methods of gathering  
11 evidence.

12 The witness is open to testify  
13 everything he's learned from these  
14 individuals, but what Strategic Vision's  
15 intent was and at what time on the  
16 counterclaim is not part of the notice and  
17 it's work product and I will instruct you  
18 not to answer that.

19 A I won't answer that.

20 Q Based on your counsel's  
21 instruction?

22 A Yes.

23 MS. CLINE: All right, let's go  
24 off the record.

25 THE VIDEOGRAPHER: The time is



1 MICHAEL WALLER

2 12:30 p.m. This is the end of video 2.

3 We are off the record.

4 (At this point in the proceedings  
5 there was a recess, after which the  
6 deposition continued as follows:)

7 THE VIDEOGRAPHER: The time is  
8 1:22 p.m.

9 We are back on the record, this is  
10 video 3.

11 MS. CLINE: All right,  
12 Mr. Waller, I'm going to hand you three  
13 exhibits that have been marked 107, 108  
14 and 109 and let me just describe them  
15 for the record.

16 So, Exhibit 107 bears a Bates stamp  
17 SVUS 1961 through 65, Exhibit 108 is 1966  
18 through 1971 and Exhibit 109 is 1972  
19 through 1975.

20 (The above described documents were  
21 marked Exhibits SV 107 through 109, for  
22 identification, as of this date.).

23 Q First question, Mr. Waller, is  
24 if you could just identify these documents for  
25 us?

1 MICHAEL WALLER

2 A These documents are my  
3 reimbursement invoices to Georgetown Research.

4 Q So you put these documents  
5 together, correct?

6 A Yes.

7 Q And starting with 107, just look  
8 at the first page, so can you confirm that all  
9 of these expenditures were incurred in  
10 connection with the Eastern Profit matter?

11 A Yes.

12 Q There is a note there that you  
13 made that the amount of \$464.30 was refunded by  
14 Delta, what did you mean by that?

15 A That was a cancelled or a  
16 changed flight, so they reminded it was  
17 probably a nonrefundable ticket, so they issued  
18 me credit or refunded it, I don't remember.

19 Q Okay, then let's look at 108.

20 A Yes.

21 Q Same question, is it your  
22 testimony that all of the expenses detailed on  
23 Exhibit first page of 108 were incurred in  
24 connection with the Eastern Profit matter?

25 A Yes.

1 MICHAEL WALLER

2 Q And then look at 109, if you  
3 would, the same question there, were all of the  
4 expenses on the first page of Exhibit 109  
5 incurred in connection with the Eastern Profit  
6 matter?

7 A Yes.

8 Q In each case these expenses were  
9 billed on your American Express card, is that  
10 correct?

11 A Yes.

12 Q And then you had Georgetown  
13 Research pay your AMEX bill directly, is that  
14 correct?

15 A Yes.

16 Q Now, if you could sort of  
17 simultaneously go back to Exhibit 103?

18 A Okay.

19 Q What I'm hoping to do is line up  
20 the AMEX payments with the payments referenced  
21 in Exhibit 103 with the invoices that you  
22 submitted in Exhibits 107, 108 and 109.

23 So -- and I can help with some  
24 of it, then I have a question for you with one  
25 of them, so if you could turn to page -- in

1 MICHAEL WALLER

2 Exhibit 103, turn to page 1958?

3 A Okay.

4 Q And at the bottom of the page  
5 you see there is an AMEX payment of \$1,053.79,  
6 do you see that?

7 A Yes.

8 Q And does that payment correspond  
9 with Exhibit 109?

10 A Yes.

11 Q All right, then the second bill  
12 payment entry on Exhibit 103 page 1958 is an  
13 AMEX payment for \$6,890.06, do you see that?

14 A Yes.

15 Q Does that correspond with  
16 Exhibit 108?

17 A Yes.

18 Q So then my question for you is  
19 does the invoice reimbursement invoice number 1  
20 that is Exhibit 107, is that reflected anywhere  
21 in Exhibit 103?

22 A Yeah, it could be the first two  
23 items on February 9th, one for \$211 and one for  
24 \$2,068.50 I'm not adding up the exact total but  
25 it's a similar total.

1 MICHAEL WALLER

2 Q Do you know why it doesn't add  
3 up exactly?

4 A No, no.

5 MS. CLINE: Would you mark this.

6 (The above described document was  
7 marked Exhibit 110 for identification as  
8 of this date.)

9 Q So we have handed you an exhibit  
10 that's been marked as Exhibit 110, we are in  
11 the process of retrieving a paper clip for it.

12 But for the record, the Bates  
13 stamp Bates range, thank you, is SVUS 1976  
14 through 1990.

15 My first question for you  
16 Mr. Waller is just whether you can identify the  
17 document for us?

18 A Looks like a list of receipts.

19 Q Is Exhibit 110 something you put  
20 together?

21 A Yes.

22 Q And what's the relationship, if  
23 any, between Exhibit 110 and 107, 108, 109?

24 A The relation?

25 Q Yes.

1 MICHAEL WALLER

2 A I don't know, it's a list of --  
3 it's a list of receipts.

4 Q Just scanning the first page,  
5 some of the -- some of the line items on page 1  
6 of 110 are the same as some line items on  
7 Exhibits 107 through 109, right?

8 A Right.

9 Q So, what was the purpose for  
10 which you compiled Exhibit 110?

11 A To create a logical list of  
12 receipts.

13 Q I mean is this totaling all of  
14 your receipts?

15 A I have no idea from just looking  
16 at this.

17 You would have to add it up and  
18 look, it's my own collection of receipts from  
19 my own LLC.

20 Q And did you use Exhibit 110 as  
21 the basis for creating the reimbursement  
22 invoices in 107, 108, 109?

23 A Presumably.

24 Q And sitting here you don't  
25 remember?

1 MICHAEL WALLER

2 A No, I get a bill, a pay the  
3 bill. If it's for one account to another, I  
4 will just pay it, then I try to keep order for  
5 tax purposes.

6 Q Did Georgetown Research file tax  
7 returns for the year 2018?

8 A No.

9 It's attached to my Social  
10 Security number, it's not an SPU.

11 Q A pass-through?

12 A Yes.

13 Q Did you personally then claim  
14 the expenses in 107 through 109 as business  
15 expenses on your tax return?

16 A I don't think my personal tax  
17 returns have any relation to this case.

18 Q I'm trying to understand whether  
19 these are business expenses.

20 I asked whether Georgetown  
21 Research submitted tax returns, your answer was  
22 no.

23 So I'm asking whether there is  
24 other evidence that you represented to the IRS  
25 that these are business expenses.

1 MICHAEL WALLER

2 So my question is on your  
3 personal tax returns, did you report these  
4 expenses reflected in Exhibits 107 through 109  
5 to the IRS?

6 MR. GREIM: You know, I'm going  
7 to object, I think the question here,  
8 the legal question is Strategic Vision's  
9 damages.

10 And amounts were paid downstream to  
11 the individuals who were paid under the  
12 contract.

13 I think drilling down into the  
14 taxes of the individuals who draw from the  
15 people at Strategic Vision were paid, I  
16 think that's a bridge too far, because it  
17 doesn't make it more or less likely that  
18 Strategic Vision had certain costs that  
19 are reimbursable under the fraud theory.

20 MS. CLINE: Sure it does, I'm  
21 just trying to establish whether these  
22 are business expenses that -- whether  
23 there is additional evidence that these  
24 are business expenses that you felt  
25 comfortable reporting to the IRS in



1 MICHAEL WALLER

2 addition, just like you felt comfortable  
3 submitting them for reimbursement to  
4 Georgetown Research which are part of  
5 your damages claim in the case against  
6 my client.

7 So I am going to repeat the  
8 question. If your counsel instructs you  
9 not to answer, we will make yet another  
10 record so that we have it and we can take  
11 it up with the court as is appropriate.

12 Q So my question is the business  
13 expenses that are reflected in -- the expenses  
14 that you say are business expenses that are  
15 reflected in Exhibits 107, 108 and 109, did you  
16 report them to the IRS in your own personal  
17 income taxes as business expenses?

18 MR. GREIM: We will instruct the  
19 witness not to answer because  
20 Mr. Waller's personal treatment of these  
21 is no concern of Strategic Vision's and  
22 it's irrelevant to this case.

23 MS. CLINE: So you are  
24 instructing him not to answer on  
25 privileged -- on relevance grounds.

1 MICHAEL WALLER

2 I am asking about evidence relating  
3 to the appropriateness of these claimed  
4 damages.

5 MR. GREIM: Yeah, and further  
6 it's just harassment of Mr. Waller,  
7 getting into his own personal tax  
8 matters.

9 He was happy to testify as to what  
10 the business expenses of Strategic Vision  
11 are, he's here for that purpose, not to  
12 talk about his own personal tax returns.

13 MS. CLINE: Personal questions  
14 are harassment.

15 Q Do you know whether you sought  
16 reimbursement --

17 MS. CLINE: Strike that.

18 Q Do you have any -- is Strategic  
19 Vision claiming any business expenses incurred  
20 by you other than those -- including by you,  
21 Mr. Waller -- other than those tabulated in  
22 Exhibits 107 to 109?

23 A I can't speak for that, so I  
24 can't answer your question.

25 Q That's a question for Ms.

1 MICHAEL WALLER

2 Wallop?

3 A Yes.

4 Q I can't remember whether I asked  
5 you this question before, so I'm going to ask  
6 it again just to be sure.

7 Did you and Mr. Bruno Wu have  
8 conversations, did you have any --

9 MS. CLINE: Strike that, let me  
10 start over.

11 Q Did you have any communications  
12 with Mr. Wu or any of his representatives or  
13 affiliates about Strategic Vision's fraud  
14 allegations in this case?

15 A No.

16 Q Did you and -- did you have any  
17 communications of any nature about Mr. Wu or  
18 any of his representatives regarding the  
19 payment of attorneys' fees in this case?

20 MR. GREIM: And we will instruct  
21 the witness not to answer on the same  
22 grounds that we outlined earlier.

23 MS. CLINE: Okay, I just want to  
24 make a record about what those grounds  
25 are.

1 MICHAEL WALLER

2 We actually have case law that  
3 confirms that the identity of a litigation  
4 funder is not privileged Cohen v. Cohen  
5 2015 U.S. District Lexus 21319, Alfata v.  
6 Fen, 1994 U.S. District Lexus 11939.

7 I assume you are not making an  
8 argument that it's a privilege assertion,  
9 right?

10 MR. GREIM: I am not waiving the  
11 argument, but on independent grounds is  
12 that it is not within the notice, it's  
13 not the reason that we produced  
14 witnesses for another 7 hours of  
15 deposition, and it's harassment.

16 It's not relevant to the claims or  
17 defenses in this case.

18 MS. CLINE: So, you are  
19 instructing the witness not to answer on  
20 relevance grounds?

21 MR. GREIM: And on harassment  
22 grounds, and on the basis that we agreed  
23 to do another 7 hours of 30(b)(6) based  
24 solely on the topics on Attachment A and  
25 the funder appears nowhere on here, it's

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MICHAEL WALLER

completely irrelevant to this case.

MS. CLINE: I mean we will make a record of it later, there is New York law regarding whether one can wander outside the scope of a 30(b)(6) notice and we can take that up with the court later.

MR. GREIM: We have been consistently blocked from discovering things that are actually relevant to the case.

MS. CLINE: We have objected to your questions based when a court has ruled, when a court -- when the court has already ruled that the subject of your questions are irrelevant, then we have drawn a line.

But for something like this which there has been no motion practice on it, there is no ruling from the court as to its relevance, we just -- we disagree.

MR. GREIM: The problem is there is an agreement among counsel about what exactly could be inquired, that was the

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MICHAEL WALLER

condition for us making the witness  
available.

We did not make that agreement only  
to come and have different topics be  
brought.

MS. CLINE: All right, so we will  
just make a record for the court.

So from your perspective -- so I  
actually have no further questions of you  
at this time, subject to further  
negotiation and dispute resolution with  
your lawyers.

So thanks.

THE WITNESS: Okay.

MR. GREIM: Do you want to take a  
short break?

MS. CLINE: Do you have any  
questions?

MR. GREIM: I have no questions  
for the witness.

MS. CLINE: We can go off.

THE VIDEOGRAPHER: The time is  
1:39.

We are concluded and off the

1 MICHAEL WALLER

2 record.

3 (At this point in the proceedings  
4 there was a recess, after which the  
5 deposition continued as follows:)

6 J O H N M I C H A E L W A L L E R, recalled  
7 as a witness, having been previously duly  
8 sworn by the Notary Public, was further  
9 examined and testified as follows:

10 THE VIDEOGRAPHER: The time is  
11 4:24 p.m. we are back on the record,  
12 this is video 3B.

13  
14 CONTINUED EXAMINATION BY  
15 MS. CLINE:

16  
17 Q Okay, Mr. Waller, welcome back,  
18 let's take a look at Exhibit 113, please.

19 I understand this isn't your  
20 document, but I am going to use it to ask you  
21 some questions.

22 So turn, if you would, to the  
23 second page and on the right-hand side there is  
24 a column that has a heading that says wires out  
25 to GR -- second page, there you are.

1 MICHAEL WALLER

2 A 1940?

3 Q Yes, sir.

4 You see at the top there is a  
5 heading that says wires out to GR?

6 A Yes.

7 Q And is it your understanding  
8 that the first wire amount of \$50,000 went to  
9 someone called or an entity called Hill?

10 A Yes.

11 Q And is that Team 1?

12 A Yes.

13 Q And then the second entry  
14 reflects a \$200,000 wire to Psyber Sol, what's  
15 Psyber Sol?

16 A Psyber Solutions is a cutout  
17 LLC.

18 Q Owned by whom?

19 A Not by me, but I used it as a  
20 cutout to pay -- to pay myself.

21 Q What do you mean used it as a  
22 cutout, I don't know what that means?

23 A As a pass-through.

24 Q And who is the owner of it?

25 A That person is not part of this,



1 MICHAEL WALLER

2 but it answers your question about for whom the  
3 money was -- that was money used to pay me.  
4 This was an extra layer to protect Mr. Guo from  
5 the Chinese tracking or to see where his money  
6 was going.

7 Q So the \$200,000 came from  
8 Strategic Vision, flowed through Psyber Sol and  
9 just went to you personally?

10 A Exactly.

11 Q And that was part of your  
12 \$250,000 earnings or your personal allotment?

13 A Yes.

14 Q And on the same page there are  
15 two entries with respect to wires to Georgetown  
16 Research, do you see those?

17 A Yes.

18 Q What was the purpose of those  
19 wires?

20 A Those were for Team 1, the  
21 200,000 one was for Team 1, the \$25,000 one, if  
22 I can look back to the bank account statement.

23 Q Sure.

24 A Exhibit 103, was to cover start  
25 up costs for beginning the operation.

1 MICHAEL WALLER

2 Q So, Team 1 in January received  
3 both the \$200,000 wire and --

4 MS. CLINE: Well, strike that, we  
5 talked about this earlier but I have  
6 lost track.

7 Q The \$200,000 that went to  
8 Georgetown Research and then out to Team 1, how  
9 was that transferred to Team 1?

10 A Either wire or other electronic  
11 transfer.

12 Q Okay, so in January Team 1  
13 received two transfers from Strategic Vision,  
14 one for \$50,000 and one for \$200,000, is that  
15 correct?

16 A Yes.

17 Q And are you aware of a written  
18 invoice that related to the Hill payment?

19 A No, that's the one that was paid  
20 out of Strategic Vision?

21 Q Yes.

22 A No.

23 Q So you have never seen an  
24 invoice from Hill?

25 A No.

1 MICHAEL WALLER

2 I verbally talked about it with  
3 him and it was a verbal approval from my side  
4 with Ms. Wallop.

5 Q Did the \$200,000 from Georgetown  
6 Research also end up with Hill?

7 A Yes.

8 Q Is Hill Team 1?

9 A He's the leader of Team 1.

10 Q Then if you would go to page --  
11 1945 in Exhibit 113.

12 A Yes.

13 Q Okay, so the first entry is one  
14 for over \$17,000.

15 Is it your understanding that  
16 that wire went to Fletcher?

17 A Yes.

18 Q And then there is a second entry  
19 for a wire for \$15,000 to Georgetown Research,  
20 right?

21 A Yes.

22 Q And what was the purpose of that  
23 wire?

24 A That is shown in Exhibit 103,  
25 that was a payment to me, it shows it on page

1 MICHAEL WALLER

2 1960.

3 Q So was that also part of your  
4 \$250,000 personal allotment?

5 A Yes. Well, when I said  
6 approximate earlier in my testimony it was  
7 approximate from January/February.

8 Q And then back on page -- Exhibit  
9 113, page 1946, there is an entry there that  
10 says, "50,000" do you see that?

11 A Yes.

12 Q Then the initials OE, do you  
13 know who that is?

14 A Yes, and I was mistaken in my  
15 earlier I don't know if it's testimony with you  
16 or some other process about Oceanic Advisors,  
17 it shouldn't be OE, it should be OA, that was  
18 an LLC that I had and a bank account that I had  
19 that I didn't use.

20 I had testified before that I  
21 didn't have anything on that because I had  
22 forgotten that was there.

23 I didn't remember I had used  
24 that account, so that was what that was for,  
25 that was payment to me from January/February.

1 MICHAEL WALLER

2 Q What do you mean from  
3 January/February?

4 A From the work that I performed  
5 in January and February of 2017.

6 Q Okay, so you were getting paid  
7 in June for work that you had done in  
8 January/February?

9 A Right.

10 Q In June of 2018 did Strategic  
11 Vision sort of do a -- renew its calculation of  
12 profits or earnings that were to be split  
13 between you and Ms. Wallop?

14 A When I said there was residuals  
15 I said I would -- I invoiced for a \$50,000  
16 residual.

17 Q Well, let me go at it this way  
18 there came a point in time at which Strategic  
19 Vision decided that you and Ms. Wallop would  
20 each get \$250,000, correct?

21 A Yes.

22 Q Do you remember when that took  
23 place?

24 A That was in the initiation,  
25 around the initiation of the contract.

1 MICHAEL WALLER

2 Q Okay. And then did there come a  
3 time subsequently when Strategic Vision decided  
4 that there was enough money for each of you to  
5 get a little bit more?

6 A Yes.

7 Q And that happened in June?

8 A That happened in -- no that  
9 happened in late February.

10 Q How much more did Strategic  
11 Vision decide you would each get?

12 A I didn't ask her what she got, I  
13 just said I would take \$50,000.

14 Maybe that extra \$15, I don't  
15 recall, but it was those two payments.

16 Q Okay, so just so in terms of  
17 money that went to you personally, there was a  
18 \$200,000 that went through Psyber Solutions,  
19 right?

20 A Yes.

21 Q Then there was a \$15,000 wire  
22 that went to Georgetown Research, right?

23 A Yes.

24 Q And then there was a \$50,000  
25 wire that went to Oceanic advisors, correct?

1 MICHAEL WALLER

2 A Yes.

3 Q Did any other money come from  
4 Strategic Vision to you, either directly or  
5 indirectly, but personally for a personal  
6 payment?

7 A No.

8 Q So, the total amount of your  
9 personal payment ended up being \$275,000, is  
10 that correct?

11 A Is that how it adds up?

12 Q Well, let's just do it again.  
13 So there is \$200,000 from Psyber  
14 Solutions, right, \$50,000 from Oceanic  
15 advisors, so we are at \$250,000, correct?

16 A Yes. \$265, that sounds better.

17 Q \$265, is that consistent with  
18 your recollection?

19 A Right, that's why I had  
20 corrected before when I said approximately  
21 \$250, that was the approximation.

22 Q And do you know whether Ms.  
23 Wallop -- do you know what her ultimate  
24 personal allocation ended up being?

25 A I do not.

1 MICHAEL WALLER

2 Q Did you ever audit the books of  
3 Strategic Vision to see whether there, in fact,  
4 had been even more money left over?

5 A No.

6 Q Okay, so just so we are clear,  
7 we talked about I think there were three wires  
8 to -- let me go through, hang on.

9 So I just want to total  
10 everything up to make sure we are all on the  
11 same page.

12 So there were three wires from  
13 Strategic Vision to Georgetown Research total,  
14 correct?

15 A Yes.

16 Q There was one wire from  
17 Strategic Vision to Psyber Solutions, correct?

18 A Yes.

19 Q And there was another wire from  
20 Strategic Vision to Oceanic Advisors, correct?

21 A Yes.

22 Q Other than those wires I just  
23 mentioned, were there any other wires from  
24 Strategic Vision to entities owned or  
25 controlled by you?



1 MICHAEL WALLER

2 A No.

3 Q And other than the \$265,000 we  
4 just discussed, did you personally take any  
5 additional compensation from Strategic Vision?

6 A No.

7 Q And other than the wires and the  
8 business expenses that are recorded on Exhibit  
9 113, are you aware of any business expenditures  
10 made by Strategic Vision in connection with the  
11 Eastern Profit transaction?

12 A No.

13 MS. CLINE: I have no further  
14 questions.

15 MR. GREIM: We don't have any  
16 questions for him either.

17 MS. CLINE: We will just, for the  
18 record, we have had a number of disputes  
19 today, so we will circle back and meet  
20 and confer about them and see if there  
21 is any additional action to take with  
22 the court or otherwise.

23 MR. GREIM: Very well, and we  
24 will read and sign, too.

25 MS. CLINE: All right. Thank

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MICHAEL WALLER

you.

THE VIDEOGRAPHER: The time is  
4:37 p.m. We have concluded and are off  
the record.

C E R T I F I C A T E

I, the undersigned, a Certified Shorthand Reporter of the State of New York, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were duly sworn; that a record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction;

That the foregoing transcript is a true record of the testimony given.

Further, that if the foregoing pertains to the original transcript of a deposition in a federal case before completion of the proceedings, review of the transcript [x ] was [ ] was not requested.

I further certify I am neither financially interested in the action nor a relative or employee of any attorney or party to this action.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated: 12/4/19



Stephen J. Moore  
RPR, CRR

DECLARATION UNDER PENALTY OF PERJURY

Case Name: EASTERN v. STRATEGIC

Date of Deposition: November 19,  
2019

I, MICHAEL WALLER, hereby certify

Under penalty of perjury under the  
laws of the State of New York that the  
foregoing is true and correct.

Executed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019, at  
\_\_\_\_\_.

\_\_\_\_\_  
MICHAEL WALLER

## DEPOSITION ERRATA SHEET

Case Name: EASTERN v. STRATEGIC.

Name of Witness: MICHAEL WALLER

Date of Deposition: November 19,  
2019Reason Codes: 1. To clarify the  
record.

2. To conform to the facts.

3. To correct transcription errors.

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17 \_\_\_\_\_ Subject to the above  
 18 changes, I certify that the transcript is  
 19 true and correct

20 \_\_\_\_\_ No changes have been  
 21 made. I certify that the transcript is  
 22 true and correct.

23  
 24 \_\_\_\_\_  
 25 MICHAEL WALLER

[001 - 2017]

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[compensating - correct]

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[correct - democracy]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.



VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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